SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF	PAGES
	DO-A6	1		111

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N0010424RK043	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	14 May 2024	N3598A23NA031

7. ISSUED BY CODE N00104
NAVSUP WEAPON SYSTEMS SUPPORT
ALISON MAINE, CODE N772.08
5450 CARLISLE PIKE SUITE 410
MECHANICSBURG PA 17050-2411
TEL: 717-605-2606
FAX:

8. ADDRESS OFFER TO (If other than Item 7) CODE
See Item 7
TEL:
FAX:

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 02:00 PM (Hour) local time 17 Jun 2024 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	ALISON S. MAINE	717-605-6447	alison.maine@navy.mil

11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

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

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

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

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
TEL: EMAIL:

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

QW47
FFP
NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

IAW DWG: 3261979 Rev E and all other Associated Drawings & Specifications.

NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Lot		NSP

QW47
FFP
NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

IAW DWG: 3261979 Rev E and all other Associated Drawings & Specifications.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031
PSC CD: 1377

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		4	Each		NSP

QW47
FFP
First Article (Preproduction) Test

Samples IAW: FAR 9.3/52.209-4/4.

Inspection Required: ENVIR, FUNCT, EXAM.

Required in Drawing: IAW: Tear strip testing IAW 6098288 REV G, DWG 1873987 REF F, and TR5268159-4.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

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

QW47
FFP
Production Lot (Periodic) Test Samples. A/R

Consists of: 6 Lots of 100 EA, and 1 Lot of 7, plus at a minimum an additional 5 EA per lot for testing.

Destructive Testing: Tears strips; stabilizer frangible plate (2% of LOT).

Sample size: Tear strip testing IAW 6098288 REV G and stabilizer testing IAW 1873987 REV F and 6098288 REV G. Sample Disposition: Perform failure analysis if discrepant.

Sample Plan: IAW 1873987 REF F and 6098288 REV G.

Inspection Required: ENVIR, FUNCT, EXAM.

Required in Drawing: IAW: Tear strip testing IAW 6098288 REV G, DWG 1873987 REV F, and TR5268159-4.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		100	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

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

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		75	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-767
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

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

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

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

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-767
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		75	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – CN-P-APR)

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		100	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – CN-P-APU)

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		22	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – DE-P-LBW)

TAC: NSTS

FOB: Origi
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		12	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – NE-P-LHP)

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN		43	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – NE-P-LHP)

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP		30	Each		

QW47
FFP
NSN: 4T-1355-01-050-7678-QW47

NOMEN: Air Stabilizer, Helo (MK31 MOD 1)

ACRN: AA

RX: TBD (FMS – NE-P-LHP)

TAC: NSTS

FOB: Origin
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
NSN: 1355-01-050-7678
PURCHASE REQUEST NUMBER: N3598A23NA031

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	QW47 FFP NSN: 4T-1355-01-050-7678-QW47 NOMEN: Air Stabilizer, Helo (MK31 MOD 1) OPTION FY23 Requirement FOB: ORIGIN PURCHASE REQUEST NUMBER: TBD May purchase up to 49.5% of FY24 requirement Stepladder: 149 – 199 200 – 250 251 – 301 FOB: Destination NSN: 1355-01-050-7678 PURCHASE REQUEST NUMBER: N3598A23NA031				
				NET AMT	

SECTION B NOTES

SOLICITATION NOTES:

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

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

3. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to alison.s.maine.civ@us.navy.mil. The size limitation of an email through the NAVSUP

WSS mail server is 10 MB. All files designated as .zip files will be stripped from any email sent. Files larger than the server limitation may be segregated and sent via several emails as long as they are clearly identified as such. It is highly recommended that the Offeror request email delivery confirmation or other form of acknowledgement to verify that the proposal submission was received.

SECTION C

SECTION C

PROCUREMENT SPECIFICATION

I. NSN: 4T-1355-01-050-7678-QW47
NOMENCLATURE: Air Stabilizer, Helo (MK31 MOD 1)

Assembly Level Baseline – Sequential

Drawing	Type	Revision	Nomenclature
1210572	IPL	D	SWIVEL ASSY
1263744	DET	C	Block, R.H.
1263745	DET	C	Block, L.H.
1263746	DET	D	Block, Release
1263747	DET	D	Channel
1263748	DET	D	Rod, Tension
1263876	DET	F	Disc, Filler
1263879	IPL	J	Release Wire
1263880	DET	B	Wire
1330186	DET	J	Body, Modified
1330857	DET	C	Screw, Saddle Plate
1330858	DET	B	Washer, saddle Plate
1579606	IPL	C	Hardware, Suspension Band Accessories
1873912	DET	C	Coupling
1873913	DET	C	Plate, Load
1873979	IPL	C	Plate, Face Assembly
1873987	IPL	F	Test Requirements for Torpedo Stabilizer, MK-31 Mod-1
2413235	DET	AA	Bolt, Hex Head, Slot Drive
2482167	DET	C	Fitting, Attachment
2482168	DET	A	Screw, Lock
2482169	DET	C	Clamp, Safety
2482170	DET	B	Plate, Frangible
2482171	DET	A	Shim
2482199	DET	C	Cover, Face Plate
3221899	ASSY	H	S/P Cond Stabilizer, Torpedo MK-31 MOD-1
3221899	DL	J	S/P Cond Stabilizer, Torpedo MK-31 MOD-1
3221899	PL	C	S/P Cond Stabilizer, Torpedo MK-31 MOD-1 (Obsolete)
3221900	ASSY	C	Container, MK-636 MOD-0
3221900	DL	D	Container, MK-636 MOD-0
3221900	PL	A	Container, MK-636 MOD-0 (Obsolete)
3221901	DET	E	Cushion, Side +RFV117038
3221902	DET	E	Cushion, Top +RFV117038
3221906	DET	B	Cutter, Cartridge Actuated
3222167	DET	C	Housing, Exhaust Valve (Tube/Helo) ECP NUWK/7015R1 NOR:05R1
3261979	ASSY	E	Stabilizer, Torpedo Mark 31 Mod 1 Assembly (Plus RFV I17038)
3261979	PL	C	Stabilizer, Torpedo Mark 31 Mod 1 Assembly
3262037	ASSY	A	Parachute and Cover Assembly
3262037	PL	A	Parachute and Cover Assembly
3262038	ASSY	B	Parachute Assembly
3262038	PL	-	Parachute Assembly

3262039	ASSY	A	Riser Assy
3262039	PL	-	Riser Assy
3262040	ASSY	A	Cover Assy
3262040	PL	A	Cover Assy
3262041	ASSY	A	Release Mechanism Assembly
3262041	PL	C	Release Mechanism Assembly
3262042	ASSY	-	Side Panel Assembly
3262042	PL	-	Side Panel Assembly
3262043	DET	-	Side Panel
3262044	DET	-	Disc
422872	DET	AC	AW, SINGLE, MK 1 MOD 0 AW, DOUBLE, MK 2 MOD 0 ECP: NOSC/2214F NOR: 13659, Class: I ECP: NUWK/5606FR1A1 NOR: 5606/0001R1, Class: IB
5623576	ASSY	-	Band Release Assy
5623576	PL	C	Band Release Assy
6097560	DET	E	Sleeve
6098288	IPL	G	Tear Strip Assembly
6098986	DET	B	Ring, Stiffener
6098987	DET	-	WAXING PROCESS, KEVLAR AND NYLON THREAD
6902624	DET	A	SNAP HOOK, SAFETY (SPRING LOADED INTERLOCKING)
6969590	DET	-	Band
6969591	DET	-	Strap
6969592	IPL	-	Band Assembly
SA7106541	SA	-	Fixture, Holding ECP: NOSC/2231F NOR:12786. Class: I (RFI sent to ISEA, not showing in CMPRO)
TR5268159	DOC	-4	ASSEMBLY & PACKING OF TORPEDO STABILIZER MK31 MOD 1
TR5624413	DOC	G	VERIF OF ANNOTATED & UNANNOTATED CHARACTERISTICS

Reference Documents for Assembly (References with Approved Replacements in Parentheses)

DOCUMENT NUMBER
1579422 REV. AT
1582341 REV. F
1873910 REV. D
1873914 REV. A
2518190 REV. A
3236121 REV. AH
660808 REV. J
660809 REV. D
A-A-00208
A-A-1558
A-A-208 (A-A-00208)
A-A-55126
A-A-59291
A-A-59303
A-A-59826
AMS 5659 (SAE AMS 5659)
AN427 (AIA/NAS NASM 20427)
AN737 (AIA/NAS NAS 1924)
AN960 (AIA/NAS NAS 1149)
ANSI Y14.5-1973
ASME B46.1
ASME Y14.100
ASME Y14.24
ASME Y14.34

ASME Y14.35
ASME Y14.5
ASME Y14.5-2009
ASQ Z1.4
ASTM A108
ASTM B633
ASTM D3574 TEST B AND E
ASTM D4727
ASTM D5330/5330M
ASTM D6193
ASTM E4
CCC-C-439 (A-A-59591)
DL2518207 REV. F
DL5549117 REV. -
DOD-D-1000 (MIL-STD-100C NOTICE 4)
DOD-STD-100C NOTICE 3
DOD-STD-100C NOTICE 4
DOD-STD-2101(OS)
FED-STD-595 (SAE AMS-STD-595)
FED-STD-751 (ASTM D6193)
FF-P-386 (ASME B18.8.1)
FF-S-2738
LD109404 REV. L
M51958 (NASM 51958)
MIL-A-46050 (A-A-3097)
MIL-A-85481
MIL-A-8625 (MIL-PRF-8625)
MIL-B-117 (MIL-DTL-117)
MIL-C-5040 (INACTIVE FOR NEW DESIGN)
MIL-C-7219
MIL-C-7350
MIL-C-7515 (PIA-C-7515)
MIL-C-81535 (INACTIVE FOR NEW DESIGN)
MIL-D-1000 (MIL-STD-100A)
MIL-D-1000 (MIL-STD-100B NOTICE2)
MIL-D-1000 (MIL-STD-1A)
MIL-D-1000 (MIL-STD-1B)
MIL-D-3464
MIL-D-4725 (A-A-59411)
MIL-DTL-117
MIL-E-16663
MIL-F-18240 (MIL-DTL-18240)
MIL-H-6875 (SAE AMS-H-6875)
MIL-I-24391
MIL-I-43553 (A-A-56032)
MIL-I-6865 (ASTM E1742)
MIL-I-6868 (ASTM E1444)
MIL-I-6903 (A-A-59291)
MIL-L-43720 (CANCELED WITHOUT REPLACEMENT)
MIL-P-15930 (CANCELED WITHOUT REPLACEMENT)
MIL-P-15931 (MIL-PRF-24647)
MIL-P-18177 (MIL-I-24768/2 AND /3)
MIL-P-24441 (MIL-DTL-24441)
MIL-P-5673 (AIA/NAS NASM5673)
MIL-PRF-23377
MIL-PRF-26514
MIL-PRF-3150
MIL-PRF-5038 (MIL-DTL-5038)
MIL-S-22141 (INACTIVE FOR NEW DESIGN)
MIL-S-5002 (MIL-DTL-5002)
MIL-S-6758 (SAE AMS-S-6758)
MIL-STD-10 (ASME B46.1)
MIL-STD-100
MIL-STD-100 (MIL-STD-1A)
MIL-STD-100B NOTICE 2
MIL-STD-105 (MIL-STD-1916, ASQ Z1.4)

MIL-STD-12 (ASME Y14.38M)
MIL-STD-129
MIL-STD-130
MIL-STD-171
MIL-STD-1916
MIL-STD-1A
MIL-STD-2175 (SAE AMS 2175)
MIL-STD-8 (ASME Y14.5M)
MIL-STD-9 (ASME Y14.6)
MIL-T-31000 (MIL-STD-100E NOTICE 2)
MIL-T-46072 (CANCELED WITHOUT REPLACEMENT)
MIL-T-50036 (A-A-59303)
MIL-T-5038 (MIL-DTL-5038)
MIL-T-5608
MIL-T-7807 (A-A-59826)
MIL-T-8504 (INACTIVE FOR NEW DESIGN)
MIL-T-87128 (A-A-55220)
MIL-T-87130
MIL-V-173 (ASTM D3955, ASTM D295)
MIL-W-4088 (MIL-DTL-4088)
MIL-W-56251579422
MMM-A-132
MS15981 (AIA/NAS NASM 15981)
MS16535 (AIA/NAS NASM 16535)
MS171540 (AIA/NAS NASM 171540)
MS20003
MS20392 (AIA/NAS NASM 20392)
MS20470 (AIA/NAS NASM 20470)
MS20995 (AIA/NAS NASM 20995)
MS21046 (AIA/NAS NASM 21046)
MS24665 (AIA/NAS NASM 24665)
MS24693 (AIA/NAS NASM 24693)
MS27683
MS29513 (SAE AS 29513)
MS3367 (SAE AS33671)
MS35489
MS35649 (AIA/NAS NASM 35649)
MS51938 (NASM 51958)
MS51957
MS51958 (AIA/NAS NASM 51958)
MS90387 (SAE AS90387)
NAS 1635 (AIA/NAS NAS 1635)
NASM 20995
NASM 35649
NBS-H28 (FED-STD-H28)
PPP-B-636 (ASTM D1974, D5118)
PPP-T-97 (ASTM D5330)
QPL-18240
QQ-A-200/8 (SAE AMS-QQ-A-200/8, ASTM B211, ASTM B308)
QQ-A-225 (SAE AMS-QQ-A-225, ASTM B211)
QQ-A-225/8 (SAE AMS 4115 THRU 4117, SAE AMS 4128, ASTM B211)
QQ-A-250/11 (SAE AMS 4025 THRU 4027, ASTM B209)
QQ-B-750 (ASTM B139/B139M)
QQ-P-35 (SAE AMS 2700, ASTM A967)
QQ-P-416 (SAE AMS-QQ-P-416)
QQ-S-633 (ASTM A576, A675,A108, A575, A663)
QQ-S-634 (ASTM A108)
QQ-S-763 (SAE AMS-QQ-S-763)
QQ-S-766 (ASTM A240, A666, A693)
QQ-W-321 (ASTM B134/B134M, ASTM B159/B159M, B206/B206M)
QQ-W-423 (ASTM A313/A313M, ASTM A580/A580M)
QQ-W-461 (ASTM A818,A809,A853, A641/A641M)
QQ-W-470 (ASTM A228/A228M)
SAE-AMS-QQ-A-200/3
SAE-AMS-QQ-A-225/6
SAE AS6054

SAE AS6055
SAE AS27683
SAE AS29513
TR5268159 REV. – CHG. 4
TT-E-490 (MIL-PRF-24635)
TT-I-1795 (A-A-00208)
TT-P-1757
UU-T-81 (CANCELLED WITHOUT REPLACEMENT)
V-T-295 (A-A-59826)
VV-L-800 (MIL-PRF-32033)
VV-W-95 (A-A-59255)

DESCRIPTION AND SPECIFICATIONS

NOTE 1: NON-ANTICIPATION OF INITIAL DEVIATIONS ON AWARDS

Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of deviations, even though such deviations may have been granted previously under other contracts for the same item.

SECTION C

CONFIGURATION CONTROL – ANSI/EIA–649

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

2. RFVs shall be issued using information outlined in ANSI/EIA-649 section 5.3.4.1. The use of DD Form 1694 is a required form for RFV submissions. MIL-HDBK-61 provides additional guidance for preparation of RFVs.

3. ECPs shall be issued using information outlined in ANSI/EIA-649 section 5.3.1.4. The use of DD Form 1692 is a required form for ECP submissions. MIL-HDBK-61 provides additional guidance for preparation of ECPs.

4. The contractor's assigned RFV number shall use the following numbering format:
   a. The last four alpha-numeric characters of the contract number followed by a dash (-).
   b. The letter "V", followed by consecutively assigned numeric characters beginning with 001.

5. The contractor's assigned ECP number shall use the following numbering format:
   a. The last four alpha-numeric characters of the contract number followed by a dash (-).
   b. The letters "ECP", followed by consecutively assigned numeric characters beginning with 001.

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

   A. Contract Administration Office (CAO), (for review and comment to PCO)

B. NAVSUP WSS Contracting Officer N772,
Email: (See Section H)

C. NAVSUP ALC, Code A122,
Email: (See Section H)

7. Technical approval authority for RFVs and ECPs is NUWC Keyport angelica.j.santos@navy.mil

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

SECTION D

SECTION D

Packaging, Packing, Preservation and Transportation

1. Preservation, Packaging, and Packing shall be in accordance with all associated drawings and specification listed herein.

2. Transportation Data:

a. NSN/NALC: 4T-1355-01-050-7678-QW47

b. Nomenclature: Air Stabilizer, Helo (MK31)

c. GBL Freight Description: AMMUNITION NON EXPLOSIVES, MOTOR/RAIL: PARACHUTES, BOMBS

d. NMFC Number: 064300

e. UFCC Number: 77010

f. Hazard Classification (Class, Division and Storage Compatibility):
Hazard Class: Non Regulated
Storage Compatibility Group: S

g. UN Number: 0000
Competent Authority Approval (CAA): N/A
Exemption number: EX1987110936

h. Container Markings: IAW all associated drawings and specifications as listed herein.

i. Performance Oriented Packaging Certification Marking: See SW0-020

j. Label: IAW all associated drawings and specifications as listed herein.

k. CIIC (Controlled Inventory Item Code): 7

l. Hazardous materials shall be offered for transportation in full compliance with Title 49 Code of Federal Regulations (49 CFR).

m. GFM is not hazardous: Housing Exhaust Valve, (TUBE/HELO), Drawing #5268154, NSN: 1355-01-084-0135.

Remarks: For hazardous and explosive material the above transportation data must be updated within 30 days prior to marking and labeling because of the lead-time between the initiation of the procurement and the actual shipping timeframe. Please contact the contracting officer (alison.s.maine.civ@us.navy.mil) at the NAVSUP Weapon Systems Support, Mechanicsburg, PA for updated data. RFI sent on 9/11/2023.

SECTION D

MIL-STD-1168C – AMMUNITION LOT NUMBERING & AMMUNITION DATA CARD

Ammunition lot numbers shall be formatted in accordance with the current version of MIL-STD 1168 and include all lot number elements as reflected in the standard. The lot number shall be documented on the Ammunition Data Card and include associated data in accordance with the current version of MIL-STD 1168:

(1) Manufacturer's Identification symbol: Only the approved Manufacturer's Identification symbol for the contractor or manufacturer is to be used in the lot number. Requests for approval of a Manufacturer's Identification symbol are to be submitted via the Government Inspector. Refer to MIL-HDBK-1461 for guidance, which is available on the WARP Website (https://mhpwarp.redstone.army.mil).

SECTION D

SERIAL/REGISTER NUMBER REQUEST

Serial Numbers Required. Contractor to complete the request form as provided below. Submit completed form to NUWC Keyport.
Form is as follows:

NUWC Keyport C323 Serial Number Assignment
NUWC_KYPT_SerialNumber@navy.mil

To be filled in by Requestor				
REQUESTING ACTIVITY INFORMATION				
Requestor:		Activity or Company:		
Email:		Phone:	Date of Request:	Required by Date:
DOCUMENTATION INFORMATION				
System:				
Drawing/PN:		Nomenclature:		
Request Purpose:	☐ Contract	Contract Number:		
		Base Year: ☐	Option Year: ☐	
	☐ C323 Quote	Quote Number:		
	☐ Weapon Turn, Conversion, or Harvesting			

To be filled in by NUWC Keyport C323 Only				
SERIAL NUMBER ASSIGNMENT				
QTY	SERIAL NUMBER		Country	*Contracts only**
	FROM	TO		CLIN/SLIN

*Please note: one form is required for each PN. For contracts with multiple part number deliveries on CLINs, please submit one form per part number.

For NUWC Keyport C323 Input Only

****SERIAL NUMBERS ARE ONLY VALID FOR USE WHEN APPROVED BY C323 TECHNICAL POC****

Assigned by: Approved by:

UMM/NIIN assigned to PN (enter all that apply):

ITEM: 4T-1355-01-050-7678-QW47; TORPEDO, MK 46, MK 54 MOD 1

DWG: 3261979 REV E

Forward completed form to:
NUWC_KYPT_SerialNumber@navy.mil

Questions should be directed to:
Adam Vogt
360-315-0613
Adam.j.vogt.civ@us.navy.mil

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(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 https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

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

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

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

Contract line, subline, or exhibit line item No.	Item description
"See Schedule"	

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

Contract line, subline, or exhibit line item No.	Item description
"See Schedule"	

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) 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 products or commercial services.

(End of clause)

SECTION E

SECTION E

PRODUCTION LOT TEST SAMPLES (CONTRACTOR TESTING)

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001AA Technical Data	See DD1423	See DD1423	See DD1423	See DD1423
0001AB First Article Testing	Contractor	Government	Contractor	Government
0001AC Lot Acceptance Testing	Contractor	Government	Contractor	Government
0001AD – 0001AP Production Units	Contractor	Government	Contractor	Government

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

Packaging House

Address

1. Test samples are required from each production lot and are to be tested in accordance with the approved test plan. A production lot shall consist of net deliverable quantity, LOT test sample units, and any retained sample units for investigative purposes as may be required by Section B.
2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all documentation required by section B. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The presentation of the lot shall be made to the QAR **180** calendar days after date of contract to select the production test samples. If FAT is required then presentation of lot samples shall be made IAW timetable in Section F. The samples shall be selected, at random, from each production lot, by the QAR within 48 hours for resident QARs, or 7 calendar days for non-resident QARs after presentation of the lot.
3. Sample units removed for testing from different lots shall not be commingled.
4. Production lot testing shall be performed by the Contractor within **30** calendar days of production lot sample selection. Production lot testing shall be witnessed by a representative of the engineering activity and/or the cognizant QAR. The Contractor shall provide written notification to the Contracting Officer, with concurrent notification to the engineering activity, and the QAR, at least **20** calendar days prior to the planned testing date.

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

5. ***Disposition of Production Lot Test Samples*** –
Production Lot Testing Samples are subject to destructive testing for the **Tear Strips**. These units cannot be used to meet the total contract quantity.
6. Retained samples, if applicable, shall be sent to the address shown in **Section F** after lot release.
7. A production lot test report **is** required and shall be forwarded in accordance with the DD 1423 sequence number **A002** requirements to the address shown in Block 14. The test report shall include all results of testing conducted in accordance with the approved test plan.
8. Acceptance, shipment, and payment shall not be accomplished until the production lot test samples have been tested, the required report approved, and the lot has been released for service use. The retained samples, if applicable, shall be shipped to the address provided in Section F of the contract after the lot has been released for service use.
9. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification may be made to the Contractor within **30** calendar days after the Contracting Officer receives the production lot test report(s) and all

applicable CDRL requirements. Upon receipt of the written approval accepting a production lot(s), the Contractor shall ship the production lot(s) as soon as possible and no later than **15** calendar days after receipt of such notice. Final acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA QAR, but shall not occur unless and until the production lot approval has been issued in writing by the Contracting Officer.

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

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

c) A notice of disapproval may cite reasons for such. If the production lot test report(s) is disapproved by the Contracting Officer, the QAR may be required to select an additional production lot test sample(s) for testing. This direction may-be given by the Contracting Officer in the notice of disapproval. The Contractor shall furnish such additional test sample(s) under the terms and conditions and within the time specified in the notification. The cost of each additional approval test, and all costs related to such test(s), shall be borne by the Contractor. Upon approval of the production lot test sample(s) and report(s), the Contracting Officer may equitably adjust the delivery schedule of the contract for only the lot represented by such sample(s). The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional test(s) or for any additional costs incurred by the Government due to the need for additional approval test(s).

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

SECTION E

INSPECTION AND ACCEPTANCE OF TEST PLANS / PROCEDURES

1. The Contractor shall submit a test plan/procedure for Government approval/disapproval as specified in the Contract Data Requirements List (DD Form 1423, sequence number, **A001**). The test plan shall be submitted within **60** calendar days after contract award date. The Acceptance Test Plan shall identify that test fixtures are available for use at the Contractor's Facility.

2. Notification of test plan approval, conditional approval, or disapproval shall be be provided via IRAPT. This notification may be made within 30 calendar days after receipt of the Production plan/procedure.

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

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

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

6. If the Contractor fails to deliver the plan or procedure within the time specified, or if the Contracting Officer disapproves any plan or procedure, the Contractor shall be deemed to have failed to make delivery within the

meaning of the "Default" clause of this contract, and this contract shall be subject to termination for default. However, failure of the Government in such an event to terminate the contract shall not relieve the Contractor of the responsibility to meet all requirements of the contract including delivery of any first article sample(s), data requirements, and/or production quantities.

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

Approved by_____ Date of approval_____

Contract number and contractor under which plan/procedure was approved_____.

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

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

SECTION E

INSPECTION AND ACCEPTANCE

Production Quality Assurance of all items to be furnished hereunder shall be made by the cognizant Government Inspector at the contractor's or sub-contractor's plant. Quality Assurance Inspection System to be in accordance with **ASQ-Q9001-2008 or equivalent.** Contractor shall verify all samples meet the requirements/notes in all drawings and specifications. Recommend full dimensional and operational Source inspection/verification per all drawing CRITICAL, MAJOR, AND MINOR CLASSIFICATIONS.

NOTE:

Acceptance or rejection shall be accomplished by the cognizant GQAR based upon his own inspection(s) and the results of the First Articles or Periodic Production and/or Acceptance Samples from the testing activity to the GQAR via Procurement Contracting Officer (PCO).

QUALITY ASSURANCE REQUIREMENTS

An inspection lot shall consist of items manufactured under essentially the same conditions and at essentially the same time. Prior to submittal of each inspection lot to the Government Representative, the contractor shall provide inspection/or test records that assure the units presented have passed all inspections and tests required by the applicable drawings, specifications and quality assurance documentation. Unless specified otherwise, as a minimum this inspection and testing shall be in accordance with MIL-STD-105 (MIL-STD-1916), latest revision at issue date of solicitation, inspection Level II, with 100% inspection for critical characteristics, 1.0 AQL (Acceptance Quality Level), for major characteristics and 2.5 AQL for all other characteristics. All defects of the same class will be considered collectively when determined compliance with applicable AQL.

SECTION E

AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT

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

All components and subassemblies shall be listed on the ADC per DI-MISC-80043B, paragraph 3, in accordance with DD 1423 sequence number **A004**. A printed copy of the ADC from WARP shall be included with each Shipment.

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

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

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

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

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

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

a. Complete lot number

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

c. Serial numbers of units shipped to consignee.

d. Net quantity shipped to destination.

1) Item quantity shipped to consignee

2) Total item quantity shipped to consignee

3) Item quantity due consignee

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

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

ISO-9001:2015

(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)

SECTION F

SECTION F

DELIVERIES OR PERFORMANCE

Unless otherwise indicated in this contract, **accelerated deliveries are desirable and acceptable at no additional cost to the Government.** The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM and QTY		SHIP TO:
0001AB	4 EA	Contractor Testing Site (Contractor Facility)
0001AC	A/R EA	Contractor Testing Site (Contractor Facility)
0001AD	100 EA	NMCLANT DET YORKTOWN UIC: N00109 BLDG. 2037 TURKEY ROAD YORKTOWN, VA 23691-0410
0001AE	50 EA	NMCPAC CWD UNIT SEAL BEACH 800 SEAL BEACH BLVD BLDG 110 SEAL BEACH, CA 90740
0001AF	75 EA	NMC DET NORTH ISLAND UIC: N61047 BLDG. 872 ROGERS ROAD SAN DIEGO, CA 92135-7033
0001AG	50 EA	NMCPAC CWD UNIT INDIAN ISLAND 100 INDIAN ISLAND ROAD BLDG 800 PORT HADLOCK WA 98339-9723
0001AH	50 EA	NMCLANT DET JACKSONVILLE UIC: N61166 BLDG. 374 AKRON ROAD JACKSONVILLE, FL 32212-0073
0001AJ*	75 EA	NMC EAD DET YOKOSUKA UIC: N61581 1-54 URAGO-CHO YOKOSUKA-SHI JAPAN 237-0062
0001AK*	100 EA	NUWC KEYPORT UIC: N00253 ATTN: RECEIVING OFFICE BLDG. 893/144 610 DOWELL STREET KEYPORT, WA 98345-7610 FMS Case AT-P-GVM
0001AL*	22 EA	NUWC KEYPORT UIC: N00253 ATTN: RECEIVING OFFICE BLDG. 893/144 610 DOWELL STREET KEYPORT, WA 98345-7610 FMS Case DE-P-LBW
0001AM*	12 EA	NUWC KEYPORT UIC: N00253 ATTN: RECEIVING OFFICE BLDG. 893/144 610 DOWELL STREET KEYPORT, WA 98345-7610

		FMS Case KS-P-AMP
0001AN*	43 EA	NUWC KEYPORT UIC: N00253 ATTN: RECEIVING OFFICE BLDG. 893/144 610 DOWELL STREET KEYPORT, WA 98345-7610 FMS Case KS-P-ANF
0001AP*	30 EA	NUWC KEYPORT UIC: N00253 ATTN: RECEIVING OFFICE BLDG. 893/144 610 DOWELL STREET KEYPORT, WA 98345-7610 FMS Case TK-P-GKG

***ATTN: The DTC for the requisitions associated with the above FMS CLINs indicate various DTCs, handle as DTC2, consolidation will occur at their destinations**

NOTES: Please contact NAVSUP WSS Contracting Officer (Code N772) 60 days prior to shipment to confirm delivery destination. QAR is not authorized to approve items for shipment; approval for shipment is only authorized after the test validation reports have been reviewed and approved by the NAVSUP WSS PCO.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991
252.247-7023	Transportation of Supplies by Sea	JAN 2023
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012

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SECTION F

FAR 52.211-8 TIME OF DELIVERY

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

FIRST ARTICLE REQUIRED DELIVERY SCHEDULE

Item	Quantity	Days	Item	Quantity	Days

0001AB	4 EA (FAT)	180 DADC	0001AC	A/R EA (LOT 6)	360 DAFATA
0001AC	A/R (LOT 1)	210 DAFATA	0001AP	5 EA	390 DAFATA
0001AD	100 EA	240 DAFATA	0001AJ	25 EA	390 DAFATA
0001AC	A/R EA (LOT 2)	240 DAFATA	0001AL	22 EA	390 DAFATA
0001AE	50 EA	270 DAFATA	0001AM	12 EA	390 DAFATA
0001AG	50 EA	270 DAFATA	0001AN	36 EA	390 DAFATA
0001AC	A/R EA (LOT 3)	270 DAFATA	0001AC	A/R EA (LOT 7)	390 DAFATA
0001AK	100 EA	300 DAFATA	0001AN	7 EA	420 390 DAFATA
0001AC	A/R EA (LOT 4)	300 DAFATA			
0001AF	75 EA	330 DAFATA			
0001AP	25 EA	330 DAFATA			
0001AC	A/R EA (LOT 5)	330 DAFATA			
0001AH	50 EA	360 DAFATA			
0001AJ	50 EA	360 DAFATA	A001 (Test Procedure)	1 Set	60 DADC
			A002 (Test Report)	6 Set	As Required
			A003 (Failure Analysis)	1 Set	As Required
			A004 (ADC)	6 Set	As Required
			A005 (Production Line of Balance Status)	1 Set	Monthly
			A006 (Certificate of Compliance)	1 Set	As Required
KEY:	**DADC** = **D**ays **A**fter **D**ate of **C**ontract **DAFATA** = **D**ays **A**fter **F**irst **A**rticle **T**est **A**pproval				

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

OFFERORS PROPOSED DELIVERY SCHEDULE – First Article Required Delivery Schedule

Item	Quantity	Days	Item	Quantity	Days

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

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

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

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

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

(End of clause)

SECTION G

Payment Instructions (Per PGI 204.7108 **-** For Government Use Only)
https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

See Section E Inspection and Acceptance

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Routing Data Table (SF26/SF30)	
Field Name in iRAPT (WAWF)	Data to be entered in iRAPT (WAWF)
Pay Official DoDAAC	See Block 12 of Award
Issue By DoDAAC	See Block 5 of Award
Admin DoDAAC	See Block 6 of Award
Inspect By DoDAAC	See Block 6 of Award
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	See Block 6 of Award
Service Acceptor (DoDAAC)	See Block 6 of Award
Accept at Other DoDAAC	See Block 6 of Award
LPO DoDAAC	Data to be entered in iRAPT (WAWF)
DCAA Auditor DoDAAC	See Block 12 of Award

Routing Data Table (DD1155)	
Field Name in iRAPT (WAWF)	Data to be entered in iRAPT (WAWF)
Pay Official DoDAAC	See Block 15 of Award
Issue By DoDAAC	See Block 6 of Award
Admin DoDAAC	See Block 7 of Award
Inspect By DoDAAC	See Block 7 of Award
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	See Block 7 of Award
Service Acceptor (DoDAAC)	See Block 7 of Award
Accept at Other DoDAAC	See Block 7 of Award
LPO DoDAAC	Data to be entered in iRAPT (WAWF)
DCAA Auditor DoDAAC	See Block 15 of Award
Other DoDAAC(s)	See Block 6 of Award

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

navsupwawf.wss.fct@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION H

SECTION H

SPECIAL DISTRIBUTION

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RR) electronic form is required. See clause 252.246-7000 Material Inspection and Receiving Report (MAR 2008) and 252.232-7003 Electronics Submission of Payment Requests and Receiving Reports (JUN 2012).

NOTE 2: When using WAWF-RR to submit Contract Data Requirements List (CDRL) data and "Not Separately Priced" items, the following information shall be listed in the "Comments" field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped*.

WAWF-RR documents accompanying the shipment are to be attached as follows (Type of Shipment - Location):

1. Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

2. Less than carload or truckload - Affix to container number one or container bearing lowest number.

3. Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

Activity	**Number of Copies**
Commanding Officer NAVSUP Weapon Systems Support Attn: Code N772 5450 Carlisle Pike P.O. Box 2020 Mechanicsburg, PA 17055-0788 alison.s.maine.civ@us.navy.mil	1
Officer In Charge NAVSUP Ammunition Logistics Center Attn: Code A122 5450 Carlisle Pike Bldg. 407N STE. 407N, WS B3 Mechanicsburg, Pa 17055-0735 NAVSUP_NALC_LWT_IS@us.navy.mil	1
Commanding Officer NUWC Keyport Division Attn: Code C323 610 Dowell Street Keyport, WA 98325 angelica.j.santosluty.civ@us.navy.mil adam.j.vogt.civ@us.navy.mil	1

[**IH** > Delete following section if GFP does not apply, **plus** this Red sentence.]

SECTION H – GOVERNMENT FURNISHED PROPERTY (APR 2017)

1. The Government will furnish the following property to the Contractor for use in performance of this contract:

2. Attachment 1, Consolidated Listing of Government Furnished Property, shall be completed by the Contracting Officer and uploaded to Electronic Document Access (EDA) as an attachment. Additional information can be found at DFARS PGI (245.103 & 245.201-70).

PROPERTY	QUANTITY	Cost	Date
Housing, Exhaust Valve (TUBE/HELO) Drawing #5268154 NSN: 1355-01-084-0135	1	$128.00	30 days prior to test
MK636 Mod0 Container PN: 3221900 NSN: 8140-01-056-9594	607	$750.00	60 days prior to need

Delivery of such property will be made by NUWC, Keyport, GFP or NUWC Newport. GFP will be available for delivery no earlier than 30 Days prior to test.

The property will be used by the contractor to conduct testing as per the "Test Requirements for Torpedo Stabilizer, MK 31, MOD 1" in accordance with Drawing #1873987 and all other applicable drawings and related instructions. Delivery of such property will be made by NSWC Keyport, WA.

3. The property will be delivered, at the Government's expense, at or near:

POC: TBD

Address: TBD

4. The Contractor shall notify the Contracting Officer, in writing, with a concurrent copy to the cognizant DCMA office and NUWC KEYPORT, 610 Dowell Street Keyport WA 98345-7610, at least ninety (90) days prior to the need for the Government Furnished Property (GFP).

The GFP request shall clearly indicate the following information:

a. Contract Number - TBD
b. End Item Nomenclature and DODIC – NSN: 1355-01-084-0135
c. Quantity of GFP required – 1 EA
d. Complete address to which GFP is to be delivered - TBD
e. Date GFP is required - TBD

5. Only the property listed above, in the quantity shown, will be furnished by the Government. The total quantity of GFP provided will include First Article/Preproduction Testing, if required, lot acceptance, and normal attrition.

6. The Contractor shall notify the Contracting Officer, in writing, within thirty (30) days after GFP is determined to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract.

7. All other property required for performance of this contract shall be furnished by the Contractor.

8. The contractor shall use a DD Form 1149, Requisition and Invoice Shipping Document for transfer of GFP.

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

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

SECTION I

SECTION I

FAR 52.242-2 PRODUCTION PROGRESS REPORTS DD Form 375 OR EQUIVALENT

(a) The contractor shall prepare and submit a Production Progress Report for the following contract items:

"ALL CONTRACT LINE ITEMS"

(b) The report shall be submitted via mailed or emailed on or before the 5th day of each month. The report shall be distributed as set forth in paragraph (c).

(c) The Production Progress Report shall be distributed as follows:

Addressee	No. of Copies
Commanding Officer NAVSUP Weapon Systems Support Attn: Code N772 5450 Carlisle Pike P.O. Box 2020 Mechanicsburg, PA 17055-0788 See Section H	1
Administrative Contracting Officer Block 6 of Standard Form 26	1
Officer In Charge NAVSUP Ammunition Logistics Center Attn: Code A122 5450 Carlisle Pike Bldg. 407N STE. 407N, WS B3 Mechanicsburg, Pa 17055-0735 See Section H	1
Commanding Officer NUWC Keyport Division Attn: Code C323 610 Dowell Street Keyport, WA 98325 See Section H	1

(d) The report shall contain the following information:

(1) The problem, actual or potential and its cause;
(2) Items and quantities affected;
(3) When the delinquency started or will start;
(4) Action taken to overcome the delinquency;
(5) Estimated recovery date; and/or
(6) Proposed schedule revision.

SECTION I

FAR 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (Sep 1989)

(a) The Contractor shall test **4 EA** unit(s) of Lot/Item 0001AB as specified in this contract. At least **30** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **180** calendar days from the date of this contract to NAVSUP WSS Code N742.13 marked "**First Article Test Report: Contract No. _____, Lot/Item No. _____**" Within **30** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this subsection, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. **(h)** The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

Alternate I (Jan 1997). As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:
(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Probilition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	SEP 2023
52.219-9	Small Business Subcontracting Plan	SEP 2023
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2023
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	NOV 2023
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2023
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	NOV 2023
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022

252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) Update malicious code protection mechanisms when new
releases are available.

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

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

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

(End of clause)

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

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

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

AGENCY NAME / ADDRESS
(NO EXPLOSIVES TO BE SENT TO THIS ADDRESS)

NSWC IHEODTD
CAD/PAD Department (CADPAD@navy.mil)
Indian Head MD 20640

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

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

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

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

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

(End of clause)

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

(a) The Contractor shall test 1 EA unit(s) of Lot/Item 0001AB as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to NAVSUP WSS Code N742.13 marked “First Article Test Report: Contract No. _____, Lot/Item No. _____” Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time

specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) of this subsection. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

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

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

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

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

Alternate I (Jan 1997). As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:
(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 DADC. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

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

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

Material (if none, insert None)	Identification No.
___	___
___	___
___	___

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

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

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

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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

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

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:
Warning: Contains (or manufactured with, if applicable)
*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
* The Contractor shall insert the name of the substance(s).

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

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

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

(ii) Contract number; and

(iii) Equipment/appliance;

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

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

(ii) At the end of contract performance.

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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 DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

	CAGE codes	Brief description of	Date of	Total	Date score of

System security plan	supported by this plan	the plan architecture	assessment	score	110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts

and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

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

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

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

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

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

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

--

--

--

(Insert additional lines as necessary)

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

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

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

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

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

(End of clause)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (NOV 2023)

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

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

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

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

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

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

(ii) Flammable liquids;

(iii) Acids;

(iv) Powdered metals; or

(v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of DoD Manual 4145.26, DoD Contractors' Safety Manual for Ammunition and Explosives, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

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

(c) Noncompliance with the manual.

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

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

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

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

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

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

(1) Notify the Contracting Officer immediately;

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

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

(e) Contractor responsibility for safety.

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

(i) The Contractor's personnel and property;

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

(iii) The general public.

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

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

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

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

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

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

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

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

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

(End of clause)

252.223-7007 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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

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

(End of Clause)

ACCIDENT REPORTING

1. IAW DFARS Clause 252.223-7002, the contractor shall immediately following an accident or incident notify the Commanding Officer, NAVSUP Weapon Systems Support-M, Code 0242, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055-0788. Also, a written report shall be forwarded within 10 days of the accident containing at a minimum the following:

a. Location, date, and local time of the occurrence
b. Category of accident (fire, explosion, natural disaster, etc.)
c. Identification of equipment, material, and type of activity involved
d. Contract number
e. Procuring activity (name of PCO and ACO)
f. Narrative of occurrence including cause, if known
g. Personnel involved and degree of injury, if any. Specify whether contractor and/or government personnel.
h. Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment.
i. Was a news release made? If so, by whom? If not, will a news release be made?
j. Was a request made for any assistance?
k. Will there be any effect on production? If so, explain in detail.
l. Corrective action taken, if any

m. Name and title of pereson submitting this report.

2. For the assigned DCMC, Contract Administration Office (CAO): The CAO shall immediately following an accident or incident notify the Procurement Contracting Officer (PCO) and then forward weekly written reports until the accident or incident no longer effects production and/or when contract deliveries are on schedule.

(End of clause)

SECTION J

SECTION J - LIST OF ATTACHMENTS

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

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

Attachments:

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7010	Commercial Derivative Military Article--Specialty Metals Compliance Certificate	JUL 2009
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

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

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(C) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(a) *Definitions.* As used in this provision—
"Covered telecommunications equipment or services," "Critical technology," and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ___ will, ____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS--REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.
(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such

findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It [_]is [_]is not a foreign person; and

(2) If the Offeror indicates ``is'' in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 [__] a full exemption, or [__] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects ``is'' in paragraph (d)(1) and ``partial or no exemption'' in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official

interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

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

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

(____) yes(____) no

(End of Provision)

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

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

( ) Yes ( ) No

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

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2019)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part

of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

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

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

SECTION L.1 Proposal Submission: Instructions, Conditions, and Notices to Offerors

Introduction: This section contains general proposal submission instructions as well as specific proposal requirements for procurement of the item(s) listed in Section B of the schedule.

a) The Government intends to award one Firm Fixed-Price contract to the Offeror representing the best value to the Government, considering both non-price and price factors.

b) Offerors are responsible for confirming the Contracting Officer and/or Contract Specialist received their proposal.

The complete proposal, as described in Section L.2, and all subsequent amendments shall be submitted electronically no later than the due date and time specified in the solicitation. The Government will not consider proposals submitted by mail or delivered by hand. Offerors shall submit an electronic proposal to the email address listed in Section A of the solicitation in one of the following manners:

a) Electronic mail: Each proposal submitted via E-mail should not exceed 10MB. Offerors may send attachments in separate emails to remain within the size limit. Offerors may request acknowledgement to verify receipt of their proposals.

The Government may award without discussion. As a result, the Offeror should submit a proposal that presents its best offer, subject to all terms and conditions.

Offerors should submit all questions no later than one (1) week prior to the initial solicitation closing date. The Government is not required to answer questions received after this date. Unless otherwise stated in an amendment, extensions to the solicitation due date will not extend the date for questions from potential Offerors.

SECTION L.2 Proposal Instructions

Offerors shall submit their proposals in accordance with instructions outlined here. Offerors should thoroughly review sections L & M of the solicitation prior to submitting a proposal. Proposals shall be specific, complete, unambiguous, and address each designated factor using only the English language.

The proposal shall communicate the Offeror's ability to perform the requirement in a clear and convincing manner. The contractor should not simply restate or repeat the solicitation requirements in the proposal as doing so would add no value for evaluation of the stated criteria. Proposals that do not contain information that Sections L and M require risk rejection. The Government intends to award a single contract under this Request for Proposal (RFP). The Government also intends to award without discussion, but reserves the right to contact Offerors for clarification, or conduct discussions if the Primary Contracting Officer determines discussions necessary in accordance with FAR 15.306(a).

The proposal shall consist of an introductory volume and the following proposal volumes:

L.2.1 Proposal Volumes: One (1) electronic copy of each Volume submitted separately as set forth below: Volume 1: Introductory Volume

Volume 2: Past Performance Factor
Volume 3: Price Factor Volume

Address each evaluation factor in a separate volume as specified above. Offerors shall provide electronic copies in Microsoft Word, Microsoft Excel or Portable Document Format (PDF) format. The Government considers quality of information more important than quantity with attention to clarity, brevity, and logical organization. Passwords must be provided for each password-protected document as the evaluation will not be delayed to obtain passwords.

Alternate proposals are authorized for the areas listed below. Any exception to this solicitation, where an alternate proposal is not authorized may render an offer non-compliant.

1) Minor Variances - See Section C for further information.
2) Minor ECPs - See Section C for further information.
3) Solicitation Amendments may also allow other reasons for alternate proposals.

SECTION L.3 Proposal Organization Instructions

Offeror(s) shall organize all information intended for the Government to consider, specific to each volume, within its designated volume. Failure to include requested information in the applicable volume could result in non-consideration. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal volume. Proposals that do not contain the information requested risk the Government's rating of non-compliant.

Volume 1: Introductory Volume: Offerors' proposals shall remain valid for a minimum of120 days after the close of the RFP and contain the following:

a) One signed copy of the solicitation (Standard Form 33) to include a completed Section K, Representation and Certifications and acknowledgement of all amendments.

Volume 2: Past Performance Factor: The Government considers past performance a predictor of future contract performance. The Government bases its degree of confidence the Offeror will complete the requirements in accordance with the contract terms on the Offeror's demonstrated record of recent, relevant performance. Each Offeror shall submit its past performance information in accordance with the following format:

Contract Past Performance Examples: Offerors may submit up to four (4) contract examples with its initial proposal representing recent, relevant performance under Government and/or commercial contracts. Offerors should limit examples to those involving its performance as a prime or first tier subcontractor only. The Government is not required to interview any points of contact identified by Offerors. The Government reserves the right to use data provided in the Offeror's proposal and data obtained from any other sources of information to evaluate Past Performance including, but not limited to, the Contractor Performance Assessment Reporting System (CPARS) or the System for Award Management (SAM). The Government does not assume the duty to search for data to cure any problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

Recent contracts are those that produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation, as well as contracts that continue today. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

Relevant means performance that demonstrates the Offeror's successful performance on current and/or prior efforts involving the same or similar manufacturing and quality assurance processes. Other factors of potential consideration to determine relevance include the degree to which the contracts are comparable with regard to the complexity of the manufacturing processes, size of the production quantities or total dollar value to the solicited effort. In-house performance holds greater relevance and therefore, a greater predictor of success than outsourcing.

The Government determines which information is relevant for evaluation purposes. Offerors are encouraged to highlight those efforts it feels are most similar in scope and magnitude of effort and complexities to the requirements of this solicitation. The Past Performance information submitted in this Volume should include contract descriptions with at least the following information:

1. Contract number, Award date, Total contract dollar value.
2. Item description, nomenclature, NSN, Part Number, quantity, and period of performance.
3. Name and reference point of contact at the Government or commercial entity for where the contract performed.

The Past Performance Factor consists of two Sub-factors:

Sub-factor |– Quality: Offeror shall provide evidence of a Quality Management System **(QMS)** that has minimized defects and implemented procedures for identification, control, corrections, and/or resolution of deficiencies identified in components, assemblies, and the end items.

Sub-factor 2 -Timeliness of Delivery: Offeror shall provide evidence of how it met interim milestones, controlled supplier performance, provided reliable delivery, was responsive to technical direction, and completed work on time.

Volume 3: Price Factor: Proposed unit prices are limited to two decimal places. Offeror(s) shall provide a completed copy of Section B with unit prices and total subline item pricing for both a contract requirement with FAT and without FAT. Offeror(s) shall provide a completed copy of Section B with unit prices and total subline item pricing to include unit prices for each Option stepladder. Failure to do so may cause the Government to reject the offer.

The awarded contract may require first article testing:

a. The Contractor is responsible for first article testing under this contract The Contracting Officer may waive this requirement if the Offeror shipped and the Government accepted identical or similar supplies in performance of a prior contract.

b. Offerors shall identify these identical or similar supplies by the contract number, agency, national stock number, contract award date, and contract delivery date.

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

If the Government receives only one offer, the Offeror will comply with DFARS 252.215-7008.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF DEFENSE SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) WEBSITE (SEP 2023)

(a) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(b) Defense documents not available from ASSIST may be requested from the Defense Standardization Program Office by--

(1) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(2) Contacting the Defense Standardization Program Office by telephone at 571-767-6888 or email at assisthelp@dla.mil.

(End of provision)

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

Any contract awarded as a result of this solicitation will be an A6 DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Counsel for the Naval Supply Weapon Systems Support - Mechanicsburg, Code N0GC, 5450 Carlisle Pike, Mechanicsburg, PA 17050-2411; ***or*** BID ROOM Naval Supply Weapon Systems Support – Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.

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

(End of provision)

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

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

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

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

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

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (MAR 2023)

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

PROPOSAL ADEQUACY CHECKLIST

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
GENERAL INSTRUCTIONS				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		

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

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

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

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

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

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

(End of provision)

252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JAN 2023)

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

Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

Non-Government sales means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

Relevant sales data means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

Sufficient non-Government sales means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

Uncertified cost data means the subset of ``data other than certified cost or pricing data'' (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. 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) Exception for prices set by law or regulation--Identification of the law or regulation establishing the prices offered. If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial product or commercial service exception. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include--

(A) For products or services previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog--

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit the DoD to verify the accuracy of the description;

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

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(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 to determine the reasonableness of price.

(c) 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 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 any resultant contract, unless the Contracting Officer and the Offeror agree to a different format and change this provision 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.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1)(i).

(d) Requirements for data other than certified cost or pricing data. (1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(4) Subcontract price evaluation. (i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary--

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) Subcontracts. The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of--

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: Microsoft Excel with intact formulas.

(End of provision)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)

Offerors are advised that in accordance with 10 U.S.C. 3457, supplies and services provided by a nontraditional defense contractor, as defined in DFARS 202.101, may be treated as commercial products or commercial services. The decision to apply commercial product or commercial service procedures to the procurement of supplies and services from a nontraditional defense contractor does not require a commercial product or commercial service determination and does not mean the supplies or services are commercial.

(End of provision)

WSSTERMLZ05 REVIEW OF AGENCY PROTESTS (FEB 2013)
In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action. The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest March 23, 2022 79 or to appeal a contracting officer protest decision shall address their correspondence to:

Independent Protest Review Official
NAVSUP WSS Code N7 Building 410, South End, Bay A30
5450 Carlisle Pike
PO Box 2020 Mechanicsburg, PA 17055-0788

(End of clause)

SECTION M

SECTION M.1- Basis for Award: Evaluation Factors for Award (Section M)

The Government will perform an initial assessment of the Offerors' proposals against the submittal requirements of Section L. Failure to submit the required documentation in the format specified in Section L of this solicitation may render the Offeror's proposal unevaluable and the proposal will be eliminated from the competition without further consideration. The Government will evaluate proposals submitted in accordance with this section and will make a determination considering the following factors: Past Performance and Price.

The Government intends to award a single contract to the Offeror that communicates the best value in its proposal. The tradeoff determination seeks to identify each proposal's relative strengths, weaknesses, and risks. This means the Government may award the contract to an Offeror that does not offer the lowest price. The selection decision will consider an evaluation of the factors indicated above using an adjectival rating system that grades an Offeror's non-price factors. Price will be evaluated for reasonableness, but not adjectivally rated.

The Government will evaluate each proposal strictly in accordance with Section M. Selection of the successful Offeror follows an assessment of each proposal against the solicitation requirements and the cited evaluation criteria. Section L of the solicitation contains criteria to review and assess information provided by the Offerors in response to information sought. The Government intends to award without discussions but reserves the right to hold exchanges with industry, which may include clarifications, communications, and discussions as defined in FAR 15.306.

Responsibility: Pursuant to FAR 9.103, the Contracting Officer will award only to a contractor he or she deems a responsible contractor. Separate from the best value source selection criteria, each Offeror must be able to demonstrate it meets the standards of responsibility set forth in FAR 9.104.

a) The Government reserves the right to conduct a pre-award survey on any Offerors considered for award, to assist in the Contracting Officers determination of Contractor responsibility. The Contracting Officer may also either make a responsibility determination without requesting any information from an Offeror or require the Offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The Contracting Officer considers an Offeror's ability to respond to his or her request(s) for information promptly as an indication of the Offeror's level of responsibility.

b) Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance databases, discussions with other entities familiar with the Offeror) or to use any other technique described in FAR 9.1 when determining whether the Offeror satisfies the FAR 9.104-1 general responsibility standards.

Other Evaluation Considerations: The Government will evaluate proposals in terms of Offerors' past-performance or unrealistic prices. These can indicate a lack of understanding of the requirement's complexity and risk(s) to the Offerors.

Tradeoff Evaluation Standard Definitions

Term	Definition

Risk	The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror' s proposed approach may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance
Strength	An aspect of a proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantages to the Government during contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.

Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

SECTION M.2 - Order of Importance

Fill-in as appropriate. All evaluation factors other than price, when combined, are significantly more important than price. Within Past Performance factor, both sub-factors are approximately equal.

The Government reserves the right to make the award to an Offeror other than the Offeror that submits the lowest overall evaluated price, using a Best Value trade-off analysis method of procurement. Offerors must receive a rating of at least limited confidence in Past Performance to be eligible for award.

Evaluation Factors and Sub-factors:

The Government intends to award the responsible Offeror that proposes the best value to the Government, based on the evaluation of these factors and sub-factors:

- Past Performance Factor
  - Sub-Factor 1: Quality
  - Sub-Factor 2: Timeliness of Delivery
- Price Factor

The Government will find Offerors that do not propose on all the above factors non-compliant and may remove them from the competitive range and/or not rate the proposal. Offerors will submit in accordance with Section L.

SECTION M.3 - Evaluation Factors

The purpose of the proposal evaluation is to ensure competitive proposals are examined impartially and comprehensively. The evaluators may verify any statements and representations made in the Offeror's proposal. Each proposal will be evaluated in accordance with the criteria set forth below.

Volume 1: Introductory Volume: Offerors' proposals shall remain valid for a minimum of 120 days after the close of the RFP and be in compliance with the submission instructions provided in Section L.

Volume 2: Past Performance Factor Evaluation: The Government considers past performance information a predictor of future contract performance. The Government bases its degree of confidence it has that the Offeror will successfully complete the requirements in accordance with the contract terms on the Offeror's demonstrated record of recent and relevant performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. Assessment of the Offeror's past performance translates a means of evaluating the relative capability of the Offeror(s) to achieve the RFP's requirements.

The Government may consider the currency, degree of relevance, source and context of the past performance information it evaluates as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem, problem resolution, or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in a lower past performance confidence assessment rating.

Absent any recent and relevant past performance history, the Government assigns an Unknown Confidence (Neutral) Past Performance rating to the Offeror. Without past performance information, the Government does not consider the Offeror's past performance favorably or unfavorably.

The Government may use information obtained from other sources to conduct past performance evaluation, or it may use information with regard to other contracts performed by the Offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror.

The Government will rate each Offeror on its recent and relevant contractual information. The definitions for recent and relevant are provided in Section L of the solicitation. The Government will assign recent and relevant ratings in accordance with the below tables.

Recent Ratings:

Determination of recent contract examples in regards to the Past Performance Factor information will be determined as follows:

Recent Rating	**Description**
	Recent contracts are those that produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation, as well as contracts that continue today. The Government reserves the right to consider any significant past performance after the solicitation closing date
!Not Recent	Not Recent contracts are those that have not produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation.

Only information determined to be recent by meeting the standard for recent as defined in Section L and in the chart above, will be further considered in the past performance evaluation.

Relevancy Ratings:

Relevancy of the past performance information will be determined as follows:

Adjectival Ratin2	**Description**
Very Relevant Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant Not Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Only information determined to be relevant (any level of relevancy) and meeting the standard for recent as defined in Section L will be further considered in the past performance evaluation.

Performance Confidence Assessment:

The Government will assess how well the Offeror performed on recent, relevant contracting efforts. The Government may use information presented in the Offeror's Past Performance proposal volume in addition to information independently obtained from outside sources, to include assessment reports, databases, interviews, and other sources. Sub-factor evaluation uses an overall Past Performance factor rating assigned from the table below based on the individual sub-factor ratings and findings. If any Past Performance sub-factor receives a No Confidence rating, the overall factor rating will be No Confidence.

Adjectival Ratio	**Description**
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

The Government may use additional, external sources to evaluate past performance. These sources include, but are not limited to, CPARS, SAM.gov, or other databases; interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency. The Government also has the right to consider information regarding an Offeror's past performance up to date of award. It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L. The Government is not obligated to make another request for the required information.

Merely having problems does not automatically equate to a No Confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems. The Offeror is required to demonstrate management actions employed in overcoming any problems and the effects of those actions, in terms of improvements achieved or problems rectified, clearly.

The Past Performance Factor Evaluation consists of two Sub-factors:

> Sub-factor 1 - Quality: The Offeror demonstrates evidence of a Quality Management System (QMS) that has effectively minimized defects and implemented procedures for identification, control, corrections, and/or resolution of deficiencies identified in components, assemblies, and the end items for recent and

relevant efforts.

Sub-factor 2 -Timeliness ofDelivery: The Offeror provides clear evidence ofhow it met interim milestones, controlled supplier performance, provided reliable delivery, was responsive to technical direction, and completed work on time for recent and relevant efforts.

Volume 3: Price Factor Evaluation

The Government will evaluate the price ofall proposals but will not use an adjectival rating to rate Offerors. The Federal Acquisition Regulation (FAR) requires the Government award contracts at fair and reasonable prices. The Government uses price analysis to determine price reasonableness and whether proposals reflect an understanding of the required effort. The Contracting Officer may use additional analysis techniques as needed. In accordance with DFARS clause 252.215-7008, the Government reserves the right to require Certified Cost, Certified Pricing Data, or data other than certified cost and pricing data in the event this solicitation garners only one offer.

a. The Government will evaluate offers according to this formula: 607 EA x price+ FAT, if the Government requires FAT for an eligible Offeror, = Base Total: 301 EA x proposed option stepladder unit price = Option Total. Base Total+ Option Total = Evaluated Total. This does not affect the Government's ability to require FAT during contract performance.

b. The Government will perform first article testing under this contract. The Government's cost for this testing affects its evaluation ofoffers. If an Offeror is required to perform FAT, the Government will add its estimated cost to perform FAT for evaluation purposes only.

SECTION M.4 - Evaluation Process

This source selection will be conducted in accordance with the FAR, DFARS, NMCARS, internal NAVSUP guidance and procedures as well as any other applicable regulation or policy. These regulations and procedures provide for checks, balances and independent evaluation ofproposals to ensure integrity is maintained throughout the process. Offerors are encouraged to consult the regulations and guidance online. The following is a broad overview of the Evaluation Process:

Initial Proposals: The Government will open and distribute the proposal volumes. The Government will determine whether offerors have proposed in accordance with the requirements in Section L. The Government will evaluate each proposal independently against the evaluation factors. The Government may elect to make award based on initial proposals; however, the Government reserves the right to enter into discussions.

Discussions: Ifdiscussions are applicable, the Government will advise all offerors selected to participate in discussions oftheir deficiencies, significant weaknesses, and other areas ofrisk in their offer. Offerors selected to participate in discussions shall be offered a reasonable opportunity to correct or resolve these areas. The Government may also authorize all offerors selected to participate in discussions to submit price, or other revisions to their offer that may result from the discussions.

Final Proposal Revision (FPR): At the conclusion ofdiscussions, the Government may request that offerors submit their final proposals. The Government will then consider any revisions and/or additional data provided as a result of discussions to determine the best value proposal to the

Government. The evaluation criteria in Section M shall continue to be the basis for evaluation of the FPRs.

Notifications: The Government will provide any notification required during the evaluation process in accordance with FAR 15.5.

CLAUSES INCORPORATED BY REFERENCE

52.247-50	No Evaluation Of Transportation Costs	APR 1984