SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
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2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W52P1J-17-R-0040	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2018OCT01	SEE SCHEDULE

7. Issued By Code W52P1J

ARMY CONTRACTING COMMAND - RI
CCRC-AR
ROCK ISLAND, IL 61299-8000

BLDGS 60 & 62

8. Address Offer To (If Other Than Item 7)

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm **(hour) local time** 2018NOV01 **(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 (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	DANIELLE M. WALTERS	(309)	782-4958		DANIELLE.M.WALTERS3.CIV@MAIL.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)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

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 Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

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** 25

24. Administered By (If other than Item 7) Code _____

25. Payment Will Be Made By Code _____

26. Name of Contracting Officer (Type or Print)

27. United States Of America

(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.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DANIELLE M. WALTERS
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-4958
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. This Request for Proposal (RFP) is issued to fulfill the Government's requirements for the following:

ITEM	NSN
Projectile Nose Plug	1325-00-124-1538
Support Cup	1325-00-609-2344

This RFP will be competed as a 100% total Small Business Set-A-Side (SBSA). As a result of this RFP, it is the Government's intent to award a five-year, Firm Fixed Price contract, to include a Base quantity, plus four Option Years to cover Fiscal Year (FY) 19-23 requirements. The Base award will be for a quantity of 10,000 each Projectile Nose Plugs and 10,000 each Support Cups.

2. Price Matrix - The offeror shall submit a completed price matrix at Attachment 0001 in Section J. The pricing submitted in the Price Matrix shall be fully executable by the Government at the unit prices and quantity range limits specified in the Price Matrix. Prices are for FOB Destination to McAlester Ammunition Plant (MCAAP), McAlester, OK, with the exception of Foreign Military Sales, which will be FOB Origin. Separately priced First Article Test (FAT) CLINS shall also be completed for each item.

3. Evaluation Option - A contract award made as a result of this RFP will include evaluated options that the Government may unilaterally exercise. Army Contracting Command - Rock Island is the only ordering activity that can place orders on the resultant contract. The Option Periods for the contract is as follows:

Option Year 1: 1 October 2019 - 30 September 2020
Option Year 2: 1 October 2020 - 30 September 2021
Option Year 3: 1 October 2021 - 30 September 2022
Option Year 4: 1 October 2022 - 30 September 2023

4. First Article Test - This RFP includes separately priced FAT CLINS. FAT is required to be performed by the contractor, as described in clause 52.209-3, First Article Approval - Contractor Testing (ALT 1). FAT shall be completed 210 days after contract award. FAT Reports are required to be submitted for Government disposition 240 days after contract award. FAT will be required before production can commence.

If there is a lapse in production greater than 90 days or a production process change, change in place of performance, or material substitution, the Government may require the contractor to perform an additional FAT at the contractors expense (reference Section J, Attachment 0008 - Quality Requirements SOW, QA004 - First Article Test (Contractor Testing)).

5. Deliveries shall commence 365 days after contract award. All quantity awarded shall be delivered within 12 months of the start of production.

The subsequent Options will be awarded with or without FAT. If the Option is awarded with FAT, the delivery schedule requirements will be as stated in Section B. If the Option is exercised without FAT, monthly deliveries will continue at the same rate and immediately after the delivery schedule in place for the already awarded items.

6. A Lowest Price Technically Acceptable (LPTA) procedure, in accordance with FAR 15.101-2(b) with award being made on the basis of the lowest evaluated price or proposals meeting the acceptability standards for non-cost factors, will be utilized to select the successful offeror. The Offeror's Technical Ability, Past Performance and Price will be evaluated under this RFP. Refer to Section L and Section M for additional information and instruction.

7. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning an offerors intent, capabilities, facilities or experience. The submission of CLEAR, ACCURATE, and COMPLETE information is the sole responsibility of the Offeror. Please ensure all fill-ins are completed, if applicable. If fill-ins are not applicable, please indicate N/A. If the Offeror fails to include the information requested in Section L in its proposal, the Offerors proposal may be rejected by the Government and no longer considered for award.

8. Offerors should note the provision at 52.215-1, Instructions to Offerors - Competitive Acquisition. The Government intends to award the contract resulting from this RFP without discussions with offerors (except for clarifications as described in FAR 15.206(a)).

Therefore, the Offeror's initial proposal should contain the best terms. The Government reserves the right to open discussions if determined necessary by the Procuring Contracting Officer.

9. This solicitation will utilize the Acquisition Source Selection Interactive Support Tool (ASSIST) during the source selection evaluation process. A separate tool, the ASSIST2Industry, will be used in conjunction with ASSIST to accomplish all exchanges if applicable with Offerors after receipt of proposals pursuant to Federal Acquisition Regulation (FAR) 15.306. ASSIST2Industry provides the ability for the Government to issue, and the Offerors to receive and respond to, all Evaluation Notices (ENs) in a secure online environment. Refer to Attachment 0009 for further information on ASSIST.

10. The Technical Data Package (TDP) associated with the Projectile Nose Plug and Support Cup are classified as Distribution D, Distribution authorized to the Department of Defense (DoD) and US DoD Contractors Only. These documents contain technical data whose EXPORT is restricted by the Arms Export Control Act (Title 22, U.S.C., SEC 2751, ET SEQ.) or the Export Administration Act of 1979, as Amended, titled, 50 U.S.C. App 2240 Et Seq. Violations of these export laws are subject to severe penalties. Dissemination shall be in accordance with provisions of DoD Directive 5230.25.

Interested vendors must be registered with the U.S./Canada Joint Certification Program (JCP) to gain access to the TDPs (see www.dlis.dla.mil/jcp/ for instruction and information). Each individual requiring access to the TDPs must have a FedBizOpps account prior to accessing the TDPs. Access to the TDP will only be granted to those individuals who are listed as the Data Custodian (block 3) on the DDForm 2345, Military Critical Technical Data Requirement, which is required to be registered within the JCP. The Data Custodian is the sole representative identified to receive export controlled TDPs and drawings. The TDP's can be requested at the following link: https://www.fbo.gov/notices/d2cb34d9e3c95d93839445bb9e22342b

11. NOTICE TO OFFEROR In order to align with current requirements of DoD Federal Acquisition Regulation Supplement (DFARS) 201.304 and Army Federal Acquisition Regulation Supplement (AFARS) 5101.304, there has been a change to the format of ACC-RI solicitations (and resultant contracts). This notice is to inform you of that format change and to advise you to review the entire solicitation thoroughly.

12. Proposals shall be submitted electronically to danielle.m.walters3.civ@mail.mil and kathleen.r.olson5.civ@mail.mil. Electronic mail proposal submissions shall not exceed a size limit of 10MB (multiple e-mails may be utilized to complete the proposal submission.) Due to file size restrictions, proposals may also be submitted through AMRDEC SAFE, https://safe.amrdec.army.mil/safe/welcome.aspx . It is highly recommended that the Offeror request a Return Receipt or other form of acknowledgement to verify that the proposal submission was received.

All proposals submitted in response to this RFP shall be valid for 120 calendar days from the date for receipt of offers. Offerors shall annotate the 120 day period in block 12 of the executed SF 33.

13. The Government anticipates price competition; therefore, cost or pricing data is not required to be submitted with the Offeror's initial proposal. However, the Government reserves the right to require certified cost or pricing data in accordance with FAR 15.403-4 Requiring Certified Cost or Pricing Data.

14. This RFP shall not be discussed with any Government employee except for the Procuring Contracting Officer, Ms. Katie Olson, or Contract Specialist, Ms. Danielle Walters. Comments and/or questions shall be directed in writing by email to kathleen.r.olson5.civ@mail.mil AND danielle.m.walters3.civ@mail.mil. Please indicate the RFP number, W52P1J-17-R-0040, in the subject line of the email for all correspondence pertaining to this RFP.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	PROJECTILE NOSE PLUG - FIRST ARTICLE TEST REPORT A First Article Test Report shall be sumbitted for the Projectile Nose Plug within 240 days after contract award. Refer to Section J, Attachment 0008, QA004 "First Article Test (Contractor Testing)" and clause 52.209-3 - "First Article Test Approval, Contractor Testing" for further information. INSPECTION: Origin ACCEPTANCE: Destination The Government has 30 days to approve/disapprove the First Article Test Report after Government receipt of the report. First Article Test prices shall be entered on the Price Matrix at Attachment 0001 of Section J. (End of narrative F001)				
0002	PROJECTILE NOSE PLUG - PRODUCTION QUANTITY COMMODITY NAME: PROJECTILE NOSE PLUG CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W90Y61) SR USA OSC MCALESTER ARMY AMMO PLNT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER,OK,74501-9002 All proposed unit pricing shall be entered on the Price Matrix at Attachment 0001 in Section J.			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries shall begin 365 days after contract award. The contract delivery schedule will be based upon a 12 month delivery period for the awarded quantity. (End of narrative F001)				
0003	SUPPORT CUP - FIRST ARTICLE TEST REPORT A First Article Test Report shall be sumbitted for the Projectile Nose Plug within 240 days after contract award. Refer to Section J, Attachment 0008, QA004 "First Article Test (Contractor Testing)" and clause 52.209-3 - "First Article Test Approval, Contractor Testing" for further information. INSPECTION: Origin ACCEPTANCE: Destination The Government has 30 days to approve/disapprove the First Article Test Report after Government receipt of the report. First Article Test prices shall be entered on the Price Matrix at Attachment 0001 of Section J. (End of narrative F001)				
0004	SUPPORT CUP - PRODUCTION QUANTITY COMMODITY NAME: SUPPORT CUP CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W90Y61) SR USA OSC MCALESTER ARMY AMMO PLNT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER,OK,74501-9002			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	All proposed unit pricing shall be entered on the Price Matrix at Attachment 0001 in Section J. Deliveries shall begin 365 days after contract award. The contract delivery schedule will be based upon a 12 month delivery period for the awarded quantity. (End of narrative F001)				
0005	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD1423 The contractor shall prepare and deliver data submissions in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A-B. Data Item Descriptions (DIDs) can be obtained from the following website: http://quicksearch.dla.mil *Not Separately Priced **A DD250 is not required. (End of narrative F001)				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

C0001 - DRAWINGS/SPECIFICATIONS

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following Drawings and Specifications in accordance with the Technical Data Package Listings identified as follows, wish revisions in effect as stated, are applicable to this procurement, and revisions of documents thereon:

ITEM:	NSN:	ADL	REV	DATE
Projectile Nose Plug	1325-00-124-1538	9211803	-	3/02/2017
Support Cup	1325-00-609-2344	1211676	F	3/27/2017

(c) Technical Data Packages, including any exceptions thereto, will be obtained electronically in accordance with "Technical Data Package Information and Distribution and Destruction of Restricted Technical Data" in Section C of this document.

*** END OF NARRATIVE C0001 ***

C0002 - TECHNICAL DATA PACKAGE INFORMATION, AND DISTRIBUTION AND DESTRUCTION OF RESTRICTED TECHNICAL DATA

(a) Army Contracting Command - Rock Island (ACC-RI) will no longer make Technical Data Packages (TDPs) available for order via CD-ROMS. TDPs will be obtained electronically via the link(s) below which will direct you to the Federal Business Opportunities (FBO) website. You must have an FBO account prior to accessing any TDP(s). To register for an account in FBO, please visit http://www.fbo.gov/index and click on Register Now under Vendors/Citizens . The toll free FBO helpdesk phone number is (866) 606-8220 and for international (334) 206-7828. Vendors are responsible for placing correct information in FBO.

(b) You may need to use special software to view the documents that we post to the FBO. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require Lucent Viewer to view the TDP(s) which is available as freeware at: http://www.ecedi.com/ .

(c) The TDP(s) for this solicitation will be accessible via the FBO website (as described below) from the date of issue through the time specified in the solicitation for receipt of offers.

(d) FOR UNRESTRICTED TDPs:

(1) TDPs for this solicitation are unrestricted and can be accessed electronically via the FBO website. The URL will take you to that CLINs web-located TDP. You must have an FBO account prior accessing the TDP.

(2) To access the TDP(s), click directly on the link provided below to be directed to the TDP. You may also copy and paste the link into your browser and hit the Enter key. You will be prompted for your FBO username and password prior to gaining access to the TDP.

CLIN: N/A
TDP Link (URL): N/A

(e) FOR RESTRICTED TDPs:

TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the FBO

website, with valid contractor login credentials. TDPs and any other related documents are posted with various options, such as Restricted and Export Control. These additional controls are described below:

(1) Access to RESTRICTED TDPs

Technical Data Packages that have been marked as 'Restricted' can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs that have been marked as 'Restricted' will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab and then click on the request explicit access button. Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. Please allow 2-3 working days to process your request. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(2) Access to EXPORT CONTROL TDPs

(i) TDPs that have been marked as 'Export Control' can be accessed electronically via the FBO website, with valid contractor login credentials. In addition, to obtain access to these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). If you do not have an approved DD 2345, Militarily Critical Technical Data Agreement on file with DLIS then you will not be able to access the TDP. To obtain certification, go to http://www.logisticsinformationservice.dla.mil/jcp/ , click on documents and follow instructions provided. Processing time is estimated at five working days after receipt.

(ii) TDPs that have been marked as Export Control will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab, enter your Marketing Partner Identification Number (MPIN) and click on the request explicit access button. The requestor must be the "data custodian" that is listed on the DD 2345. Please allow 2-3 working days to process your request. If the company MPIN changes the user will be required to verify the MPIN again to gain access to Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(iii) If multiple individuals in your company need access to the Export Control TDP for a solicitation, it can be obtained from your data custodian that is listed on the DD 2345.

(iv) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751,et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq.

CLINs: *SEE SECTION B*
TDP Link (URL): XXXX

(3) Further dissemination of Restricted TDPs must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(4) Upon completion of the purposes for which the Restricted technical data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

(f) Questions related to registration in FBO should be directed to http://www.fbo.gov/index . The FBO helpdesk phone number is (866)606-8820. Vendors are responsible for placing correct information in FBO. A user guide for FBO can be found at http://www.fbo.gov/index -on the right of the screen is User Guides - click on Vendor.

*** END OF NARRATIVE C0002 ***

C0003 - CONFIGURATION MANAGEMENT DOCUMENTATION

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

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

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

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

(2) RFVs - The contractor may request to temporarily depart from a requirement specified in the TDP or any other baseline documentation, by submitting an RFV. RFVs may be submitted either pre-production (formerly known as Request for Deviation (RFD)) or postproduction and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

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

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

*** END OF NARRATIVE C0003 ***

SECTION D - PACKAGING AND MARKING

D0001 - COMMERCIAL PACKAGING REQUIREMENTS

*Applies to the Projectile Nose Plug - NSN: 1325-00-124-1538

(a) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

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

(2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, desiccants, water-proof and/or water-vapor-proof barriers.

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

(b)Packing

(1) Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as shipping containers. All shipping containers shall be the most cost effective and shall be of the minimum cube to contain and protect the items. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

(2) Bulk Packaging Items packaged directly in shipping containers shall be separated with pads, liners, partitions or dividers as required to protect the parts, strengthen the container and to distribute the load.

(3) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

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

(c) Unitization

(1) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(d) Marking

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision R, Date 18 February 2014 including 2D bar coding on outer shipping container and the unitized load. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings.

(e)Hazardous Materials

(1) A hazardous material is defined as a substance which has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Title 49 CFR and other applicable modal regulations effective at the time of shipment.) Ammunition and explosives (Hazard Class 1) are special cases and must be properly hazard classified and registered with the competent authority of the United States (Department of Transportation).

(2) Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following document: Code of Federal Regulations (CFR) Title 49.

(f)Heat Treatment and Marking of Wood Packaging Materials

(1) In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: ://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

(g)Quality Assurance

(1) The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

*** END OF NARRATIVE D0001 ***

D0002 - PACKAGING REQUIREMENTS

*Applies to the Support Cup - NSN:1325-00-609-2344

(a)Packaging shall be in accordance with 1211676, revision T, dated 09 March 2012.

(b)When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(c)Marking shall be in accordance with 1211676, revision -T-, dated 09 MARCH 2012. 2-D barcodes are required in accordance with MIL-STD-129.

(d)The following shall apply to drawing 1211676, revision T, dated 09 MARCH 2012:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

(g) POP VERIFICATION

(1) In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood

Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

(i) MARKING

(1) Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

(j) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(k) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment.

*** END OF NARRATIVE D0002 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001:2008 or equivalent; only design/development exclusions permitted

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

N/A N/A

(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 N/A.

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(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) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

F0001 - SPECIAL TRANSPORT / LOADING REQUIREMENTS (NON-HAZARDOUS)

(a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment.

These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Street, Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMA.

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

*** END OF NARRATIVE F0001 ***

F0002 - COGNIZANT TRANSPORTATION OFFICER

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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

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

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

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

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

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

*** END OF NARRATIVE F0002 ***

SECTION G - CONTRACT ADMINISTRATION DATA

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

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

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

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

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

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

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

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

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

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

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

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

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

a) Progress Payment (For use under contractually authorized Progress Payments)

b) Performance Based Payment (For use under contractually authorized Performance Based Payments)

c) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

d) "2-in-1" (For services CLINS only)

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

SEE SECTION B

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	W52P1J
Admin DoDAAC	*
Inspect By DoDAAC	*
Ship To Code	See Section B
Ship From Code	Contractor Code
Mark For Code	See Section B
Service Approver (DoDAAC)	See Section B
Service Acceptor (DoDAAC)	See Section B
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

*Required fields in WAWF. Pay Official, Issue By, and Admin Department of Defense Activity Address Code (DoDAAC) can be found on the first page of the award document. When the contract administration is assigned to DCMA, the contractor should contact the assigned Administrative Contracting Officer (ACO) to obtain the applicable 'Inspect By' DoDAAC. If contract administration is retained by the Issuing/Procuring Activity, the contractor should contact the assigned PCO to obtain the applicable 'Inspect By' DoDAAC.

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

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

CONTRACT SPECIALIST: danielle.m.walters3.civ@mail.mil

PROCURING CONTRACTING OFFICER: kathleen.r.olson5.civ@mail.mil

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

sydney.r.shrake.civ@mail.mil

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

H0001 - PROGRESS PAYMENT LIMITATION

Prior to first article approval, only costs incurred for the first article, or those authorized in writing by the contracting officer, are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

*** END OF NARRATIVE H0001 ***

H0002 - CONTRACTOR PERFORMANCE INFORMATION

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

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

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

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

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

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

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

*** END OF NARRATIVE H0002 ***

H0003 - INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

1. Purchasing Office: ARMY CONTRACTING COMMAND - ROCK ISLAND
3055 RODMAN AVENUE

CCRC-AR
ROCK ISLAND, IL 61299
danielle.m.walters3.civ@mail.mil

2. Administrative Office: See Award document

3. Production Manager: US ARMY JOINT MUNITIONS COMMAND (JMC)
ATTN: AMSJM-SOE
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299
david.k.westbrook.civ@mail.mil

4. Additional Distribution:

PROJECT DIRECTOR JOINT PRODUCTS (PDJP):
usarmy.pica.peo-ammo.mbx.pd-joint-products@mail.mil

AIR FORCE:
sara.parson.1@us.af.mil
kenneth.braegger@us.af.mil

*** END OF NARRATIVE H0003 ***

H0004 - RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

N/A

(c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

PROJECTILE NOSE PLUG - NSN: 1325-00-124-1538
SUPPORT CUP - NSN: 1325-00-609-2344

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

(d) The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

*** END OF NARRATIVE H0004 ***

SECTION I - CONTRACT CLAUSES

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2016
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2016
I-13	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV/2016
I-27	52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN/2017
I-28	52.222-3	CONVICT LABOR	JUN/2003
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2018
I-30	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000	MAY/2014
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-32	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-33	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-34	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-35	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR/2015
I-36	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-37	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-38	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-40	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002

	Regulatory Cite	Title	Date
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	MAY/2014
I-48	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-49	52.232-25	PROMPT PAYMENT	JAN/2017
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-51	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-52	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-53	52.233-1	DISPUTES	MAY/2014
I-54	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-55	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-56	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-59	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/2018
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-62	52.248-1	VALUE ENGINEERING	OCT/2010
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-68	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-69	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-70	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-73	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-74	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-75	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
I-76	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-77	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-78	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-79	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-80	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	OCT/2014
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-82	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-83	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-84	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-85	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
I-88	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-91	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-95	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-96	252.246-7006	WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
I-97	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)	JAN/1997

(a) The Contractor shall test units and items as specified below:

Projectile Nose Plug: The FAT shall consist of six (6) units. Units will be tested for all drawing requirements.

Support Cup: FAT will be in accordance with QAP 1211676, paragraph IV

At least 15 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 240 calendar days from the date of this contract to AMSJM-QAP 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 a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-98 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 any time preceeding 30 September 2023. 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)

I-99 52.232-16 PROGRESS PAYMENTS APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

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

(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

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

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

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

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

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

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

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

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

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

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

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

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

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

(i) Reservations of rights.

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

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

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

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

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

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30TH day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-100 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE JUN/2003

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for -1- --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractors liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractors plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within -2-.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of

supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractors expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractors account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

I-101 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT OCT/2015

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

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-102 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

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

(End of clause)

I-103 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-104 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-105 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent

its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-106 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT/2015

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

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

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

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

(End of clause)

I-107 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014

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

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

(End of clause)

I-108 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:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

(End of Clause)

I-109 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-110 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

I0001: EVALUATED OPTION FOR INCREASED QUANTITY

a. This award includes an evaluated option. See Section J, Attachment 0001 - Price Matrix, for matrix pricing.

b. The Government reserves the right to increase the quantity of the Projectile Nose Plug and Support Cup by a quantity of up to and including, but not exceeding, the quantities identified in Attachment 0001 - Price Matrix. The total combined maximum quantity for all option periods will not exceed 40,000 each Projectile Nose Plugs and 40,000 each Support Cups.

c. Four separate evaluated Option Years are provided to allow the offeror to submit range unit prices for the option quantities on the Price Matrix, included as Attachment 0001. The Government reserves the right to exercise option quantities up to the maximum aggregate quantities available in all four option years without regard to the action Option Year.

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 September 2023 by giving written notice to the Contractor.

e. Option quantities may be awarded with or without FAT. Option quantities awarded with FAT will include the same delivery schedule requirement as the base year quantity with FAT. Option quantities awarded without FAT will require monthly production deliveries at the same rate and immediately after the delivery schedule in-place for the awarded item.

f. Subject to the limitations contained within, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are set forth in Attachment 0001 - Price Matrix.

h. Varying prices may be offered for the option quantities actually ordered and the dates when ordered. Inasmuch as the unit price for the basic quantity may contain start load, testing, tooling or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities.

i. The Government reserves the right to exercise options up to the maximum aggregate quantities available in the base year and the four option years without regard to the actual FY, i.e. should the Government not exercise all available option in the current option period, the Government reserves the right to push back and apply any remaining option quantities against the future remaining option quantities. Additionally, should the Government exercise all available option in the current option period, the Government reserves the right to pull forward available option quantities in remaining available option periods and apply to the current option period. Unit prices for the pulled quantities will be the unit price from the year from which the quantity is pulled. Unit prices for the pushed quantities will be the unit price for the fiscal year in which the pushed quantity shall be purchased. Further, if the Government has requirements for more than 10,000 each Projectile Nose Plugs or 10,000 each Support Cups in a given option year, the Government and the contractor shall mutually agree on a delivery schedule that may go beyond the required 12 month delivery period.

j. In the event that more than one award is made within the same Option Year time period, matrix pricing shall be utilized using the cumulative quantity to find the appropriate pricing quantity range. No backwards pricing adjustments will be applied when the additional cumulative quantities are awarded.

*** END OF NARRATIVE I0001 ***

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - PROJECTILE NOSE PLUG			
Exhibit B	CONTRACT DATA REQUIREMENTS LIST - SUPPORT CUP			
Attachment 0001	PRICE MATRIX			
Attachment 0002	INSTRUCTIONS FOR COMPLETING FORM DD1423			
Attachment 0003	GUIDANCE ON DOCUMENTATION OF CDRLS			
Attachment 0004	LIST OF ADDRESSES			
Attachment 0005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/RFV/VECP			
Attachment 0006	OPSEC SOW			
Attachment 0007	OPSEC PLAN SAMPLE			
Attachment 0008	QUALITY REQUIREMENTS SOW			
Attachment 0009	ASSIST INSTRUCTIONS			
Attachment 0010	PAST PERFORMANCE QUESTIONNAIRE			
Attachment 0011	QUALITY ASSURANCE PROVISIONS (QAP) - SUPPORT CUP, REV A	06-SEP-2011		

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2018

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

(2) The small business size standard is 1,500 employees.

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

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

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

[____] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, 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) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.

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

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

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

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

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

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

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

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

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

(xiv) 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.

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

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

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

(xviii) 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.)

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $80,3173, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-

Representation and Certifications. This provision applies to all solicitations.

(xxiv) 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:

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

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

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-5 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2015

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

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

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

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

FAR/DFARS Provision #	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)

K-6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 database via https://www.acquisition.gov (see 52.204-7).

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2016
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.215-7008	ONLY ONE OFFER	OCT/2013
L-9	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-11	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)

L-12	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 KATIE OLSON - PCO, ARMY CONTRACTING COMMAND, ROCK ISLAND, 3055 RODMAN AVENUE, ROCK ISLAND, IL 61299-8000.

(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)

L-13	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	MAY/2014

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

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

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

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

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

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

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

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

(End of Provision)

L-14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

http://farsite.hill.af.mil/ Or https://www.acquisition.gov/

L0001 - AMC-LEVEL PROTEST PROGRAM

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

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

The AMC-level protest procedures are found at:

http://www.amc.army.mil/Connect/Legal-Resources/

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

*** END OF NARRATIVE L0001 ***

Section L - INSTRUCTIONS TO OFFERORS

GENERAL INSTRUCTIONS

1. Proposals shall be submitted in accordance with the instructions outlined within this section. Proposals must not merely repeat the solicitation requirements, but rather must provide documentary evidence explaining how contract requirements will be met. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. Proposals

that do not contain all of the information requested in the solicitation risk being determined unacceptable by the Government. The proposal shall consist of the following:

a. One completed signed electronic copy of the complete solicitation, Standard Form (SF) 33 and continuation sheets (Section A through M), and acknowledgement of all amendments. The solicitation and all amendments must be signed by an individual authorized to bind the offeror. Offerors are cautioned to ensure all solicitation and/or amendment fill-ins and blanks that require information are completed and provided with their proposal. For any fill-ins that are not applicable, the Offeror must acknowledge by indicating N/A.

b. Proposal Volumes: (1 electronic copy of each Volume)

Volume I - Technical Ability Factor
Subfactor 1.1 - Manufacturing Capability,
Subfactor 1.2 - Quality
Subfactor 1.3 - Testing and Inspection

The page limit for the Technical Ability Factor shall be limited to 40 pages (between Subfactor 1, Subfactor 2 and Subfactor 3). The coversheet, title page, table of contents, and acronym lists are excluded from the page count. The Offerors General Quality Manual and quality management system are also excluded from the page count. The Government will count pages in Volume I and remove any pages from the proposal exceeding the maximum page limit. Any pages over the maximum total limit will not be considered in the evaluation.

Volume II - Past Performance Factor

Cover: Solicitation Number, Offeror Name, CAGE, and DUNS one page limit

Section 1: Contract References up to three contract references, using Performance Questionnaire (PPQ) Form Section IIA and IIB completed only

Section 2: Relevant Delivery and Quality Performance Narratives Two page limit for each reference

Section 3: Adverse Contract Performance No page limitations

Volume III - Price Factor

Unit prices shall be limited to two decimal places.

2. Each evaluation factor shall be addressed in a separate proposal volume and provided in separate electronic files as specified above; to include separate electronic files for the Technical Subfactors. Offerors shall provide electronic copies in Microsoft Word or Adobe Portable Document Format (PDF) format. The Price Matrix shall be submitted electronically in both Microsoft Excel format and Adobe PDF files. All computer files shall be virus checked prior to submission.

3. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered (sequentially beginning at page one) and identified by the complete company name, date and solicitation number in the header and/or footer. Those pages not counted against the maximum page limit need not be numbered. A page is defined as a single sided, 8.5 inch x 11 inch sheet, single line spacing, with no less than 12 point font, and page margins of 1 inch on top, bottom, and both sides of each page. Font smaller than 12 point is ONLY acceptable in graphics, sketches, tables, charts, price matrix, etc. but must be at least 8 point. Flow diagrams and tables may also exceed 8.5 inches x 11 inches.

4. The complete proposal, as described above, shall be electronically submitted to the Contracting Officer or their representative no later than the due date and time specified in the solicitation and any subsequent amendments. Proposals submitted by mail or hand-carried will not be evaluated. Proposals shall be submitted electronically to danielle.m.walters3.civ@mail.mil and kathleen.r.olson5.civ@mail.mil. Electronic mail proposal submissions shall not exceed a size limit of 10MB (multiple e-mails may be utilized to complete the proposal submission.) It is highly recommended that the Offeror request a Return Receipt or other form of acknowledgement to verify that the proposal submission was received. Due to file size restrictions, proposals may also be submitted through AMRDEC SAFE, https://safe.amrdec.army.mil/safe/welcome.aspx . Cloud Services and third party drop boxes are not acceptable for proposal submission.

5. The Government intends to award without discussions, but reserves the right to contact offerors for clarification, or conduct discussions if the PCO later determines them to be necessary in accordance with FAR 15.306(a)(3). In the event the Government determines discussions are necessary, the Contracting Officer shall establish a competitive range comprised of the most highly rated proposals. Only those offerors within the competitive range will be included in discussions and considered for award.

6. If the Government determines follow-on clarifications and/or discussions are required, the required method of electronic response submission will be the use of ASSIST2Industry.

ASSIST: https://ASSIST2Industry.army.mil

7. Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the applicable volume could result in the information not being considered. The Government will not assume the duty to search for data or information outside of the specific volume within the proposal. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal volume. The burden of providing complete and thorough information, to addresses the elements below, remains with the contractor. Proposals that do not contain the information requested risk being determined unacceptable by the Government.

8. Proposals shall be evaluated only on their content. Assumption, preconceived ideas and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, relevant personal knowledge may be used for the Past Performance factor.

9. All questions concerning this procurement, either technical or contractual, must be submitted in writing to the PCO and Contract Specialist. Questions shall be sent to the following point of contacts:

PCO - E-mail: kathleen.r.olson5.civ@mail.mil
Contract Specialist - E-mail: danielle.m.watlers3.civ@mail.mil

SPECIFIC PROPOSAL INSTRUCTIONS

L.1. Volume I - Technical Ability Factor

The Technical Ability Factor has three subfactors:

Subfactor 1.1 - Manufacturing Capability
Subfactor 1.2 - Quality
Subfactor 1.3 - Testing and Inspection

L.1.1. Subfactor 1 - Manufacturing Capability

The Offeror shall provide a detailed description of its manufacturing capabilities to produce the Projectile Nose Plug and Support Cup in accordance with the Technical Data Package (TDP) and solicitation requirements. The Offeror shall also provide a detailed description for any anticipated subcontractors manufacturing capabilities. All subcontracted work shall be discussed in the same level of detail as the Offerors. The Offerors Manufacturing Capability shall include, but is not limited to, the details below:

a. Manufacturing Process Capabilities: The Offeror shall provide a detailed description of its proposed manufacturing processes, which demonstrates the Offerors ability to meet TDP and solicitation requirements. The proposed manufacturing capability shall address the following areas:

i. Detailed description of the manufacturing processes to include an operational flow chart
ii. Detailed description of the material requirements
iii. Detailed description of the required metal working, machining, and forming processes to meet the TDP and solicitation requirements
iv. Detailed description of the Offerors ability to perform the heat treating and hardness requirements to meet the TDP and solicitation requirements
v. Detailed description of the Offerors surface treatment application and testing to meet the TDP and solicitation requirements
vi. Detailed description of the Offerors ability to perform the packaging requirement

b. Production Rate Capabilities: The Offeror shall provide a detailed description of production rate capabilities for the manufacturing processes. The Offerors proposal shall include the detailed description of the production rate capabilities for the individual manufacturing processes in order to identify the rate limiting factor of the overall manufacturing process.

L.1.2. Subfactor 2 - Quality

The Offeror shall provide a detailed description of the performance of quality assurance for the Projectile Nose Plug and Support Cup to meet the TDP, Quality Assurance Provision (QAP), and solicitation requirements. The Offerors Quality Subfactor proposal shall include:

a. The Offeror shall provide documentation that their Quality Management System (QMS) complies with ISO 9001:2008 or ISO 9001:2015, only design/development exclusions are permitted. If the use of an alternate program/system is proposed, the Offeror shall provide documentation that must describe the degree to which the alternate system is equivalent to ISO 9001:2008 or ISO 9001:2015

requirements.

b. The Offeror shall provide a detailed description of the procedures for identification, control, correction, and resolution of deficiencies identified in components, assemblies, and the end item for both in-house, and subcontractor facilities. The description shall address the approach for conducting failure analysis including methodologies for root cause analysis and corrective action. The Offerors failure analysis methodology shall address the elements listed above (identification, control, correction, and resolution of deficiencies) and provide a documented process that meets these requirements and follows a logical sequence.

c. The Offeror shall provide a detailed description of the proposed process control systems to mitigate/prevent non-conformances and control variation in processes affecting characteristics for the Projectile Nose Plug and Support Cup. The Offerors description shall identify and assess risks for characteristics for process control.

d. The Offeror shall provide a detailed description of the proposed supplier management program that demonstrates the ability to evaluate, certify/qualify, manage, audit, and flow-down requirements to control suppliers quality, product and processes to meet the TDP, QAP, and solicitation requirements.

L.1.3. Subfactor 3 - Testing and Inspection

The Offeror shall provide detailed description of the Testing and Inspection for the Projectile Nose Plug and Support Cup in accordance with the TDP, QAP, and solicitation requirements. The Offerors Testing and Inspection Subfactor proposal shall include:

a. The Offeror shall provide a detailed description of the capability of its proposed inspection and testing processes and shall address the necessary inspection equipment, methods, procedures, and personnel to demonstrate compliance with requirements identified in the TDP, QAP, and this solicitation. The detailed description shall include the Offerors capability of its dimensional inspection, destructive testing, non-destructive inspection and surface treatment testing to meet the requirements as part of First Article Testing (FAT) and Lot Acceptance Testing (LAT), as required.

b. The Offeror shall provide a detailed description of the proposed risk mitigation strategies for the proposed testing and inspection processes to ensure each process maintains greater capacity than the demand placed upon that process during testing and inspection.

c. The Offeror shall provide a detailed description of the calibration system addressing measurement standards, traceability, certifications, and test equipment to demonstrate compliance with ISO 10012 or ANSI/NCSL Z540.3.

L.2. Volume II - Past Performance Factor

The Past Performance Factor volume shall be submitted in accordance with the following format:

Cover: Solicitation Number, Offeror Name, CAGE, and DUNS - one page limit

Section 1: Contract References up to three contract references, using Performance Questionnaire (PPQ) Form Section IIA and IIB completed only

Section 2: Relevant Delivery and Quality Performance Narratives Two page limit for each reference

Section 3: Adverse Contract Performance No page limitations

L.2.1. - Section 1 - Contract References

The Past Performance Volume shall consist of a list and description of the past three (3) years of Government and Foreign Military Sales (FMS) contracts that are recent and relevant to this solicitation and requirement in which the Offeror performed as the Prime. The Offeror shall submit no more than three (3) contracts.

Recent: Recent is defined as prime contracts and delivery orders where deliverables were provided, or are still being provided, anytime within three years of issuance of this solicitation. The Government reserves the right to consider any significant past performance information that is recent and relevant after the solicitation closing date and prior to award.

Relevancy: Relevant is defined as performance that demonstrates the Offeror has successfully performed on contracts involving the same or similar processes and quality assurance needed to provide the following items, in accordance with the Technical Data Package (TDP) and Request for Proposal (RFP) requirements:

Projectile Nose Plug; NSN 1325-00-124-1538

Support Cup; NSN 1325-00-609-2344

The degree to which the contracts are comparable with regard to the complexity, size of the production quantities, and total dollar value to the solicited effort may also be considered in determining relevance.

The relevancy of the past performance information will be determined as follows:

Relevant: Present/past performance effort involved the same or similar scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The burden of providing thorough and complete past performance information remains with the Offeror. Offerors are advised that while the Government may use independent data to evaluate an Offerors past performance the Government does not assume the duty to search for data to cure problems. The Government is not obligated to make another request for the required information.

The Government will use other available sources to gather data and evaluate the offerors past performance. These sources include, but are not limited to, PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), or other databases; interviews with Program Managers, Contracting Officers, technical representatives, Defense Contract Management Agency officials (including pre-award offices), and past customers.

L.2.1.1 - Past Performance Questionnaire (PPQ):

The contract information to be provided with each contract reference stated on the PPQ, Attachment 0010 of Section J. The Offeror must complete PPQ Sections IIA and IIB for each contract reference and send copies of the PPQ to the respondent(s) Point of Contact (POC) as identified in IIA in a timely manner. The Offeror shall include these documents in Volume II, Section 1 of the proposal. The PPQ respondent(s) shall send the completed questionnaire directly to the Government POC as shown in Section III of the PPQ.

To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current contract data and POC information on each reference on the PPQ.

L.2.2 - Section 2 - Recent Delivery and Quality Performance Narratives:

The Offeror shall provide a descriptive narrative of each submitted contract reference that describes the contracted work effort detailing how the requirements are relevant to the requirements of this solicitation. Product Part Numbers and applicable National Stock Numbers (NSNs) shall be listed. The narrative shall include the average monthly and yearly contracted delivery quantities.

L.2.3 - Section 3 - Adverse Contract Performance:

In addition to the contract references, the Offeror shall identify every recent and relevant contract it was awarded that encountered any performance problems. For any contract meeting this description, provide the following information:

a. Contract number and Order number, if applicable
b. NSN
c. Part Number
d. POC / Contracting Officer to include email addresses and telephone number
e. Provide a copy of any Corrective Action Report (CAR) or Product Quality Deficiency Report (PQDR)
f. State any corrective actions taken to avoid reoccurrence
g. Describe the extent to which the corrective action has been successful, identifying POC who can confirm the success of the corrective measures
h. The Offeror shall identify any violations related to Occupational Safety & Health Administration (OSHA) and Environmental Protection Agency (EPA)
i. Federal Legal Settlements or Fines The Offeror shall identify and DoD, Federal, or state settlements resulting from a legal action or legal decision (example OSHA, EPA, state, other)
j. CAGE code / DUNS
k. Contracting Officers Representative name and telephone number, if applicable
l. Contract type (i.e. FFP, CPFF, etc.)
m. Award Price
n. Final or projected final price

The Offeror shall also identify every recent and relevant contract that was terminated for default or cause, in whole or in part, within

the past three years of issuance of this solicitation. For any contract falling under these descriptions, provide the following information:

a. Contract number and Order number
b. Date of Termination or Partial Termination
c. POC / Contracting Officer to include email addresses and telephone number
d. Identify reason for any terminations for default or cause

*Note: The number of contracts and page counts provided in response to L.2.3 is unlimited. If there are no contracts meeting the descriptions of L.2.3, the Offeror must state as such. Failure to include this information or a statement may be a cause for rejection of an Offerors proposal as incomplete.

L.3. - Volume III - Price Factor

1. The proposed unit prices will be used by the Government to calculate the total evaluated price for the base year and option year. The Offeror must provide information as follows:

a. Offerors shall provide their proposed unit price for the base quantity on the Price Matrix, Attachment 0001. In addition, Offerors shall provide their proposed unit prices for the range pricing in the option year on the Pricing Matrix, Attachment 0001, of the solicitation. The proposed unit prices shall be the prices used by the Government to calculate the Total Evaluated Price. Offerors must propose unit prices for all quantity ranges for in the option year as identified in the Pricing Matrix. Offerors must also propose a FAT price for the Base Year and Option Year. Failure to do so may result in the offer being rejected.

b. All prices for this acquisition shall be stated in current U.S. dollars.

c. Proposed unit prices are limited to two (2) decimal places.

d. Instructions for completion of the Pricing Matrix:

i. The Offeror shall fill in all information highlighted in blue.

ii. The Offeror shall enter its full name and Cage Code in the space provided.

iii. The Offeror shall enter binding firm fixed unit prices for the base quantity and option quantity, and separately priced FAT on the Price Matrix.

iv. If an Offeror fails to submit firm fixed unit and/or FAT prices, the proposal may be considered unacceptable and the Government may reject the proposal.

v. Offerors shall not make any changes or add any other information to the Price Matrix.

vi. In the event of a discrepancy in unit prices between the Excel version of the Price Matrix and the Adobe PDF version of the Price Matrix, the prices contained in the Adobe PDF Price Matrix will prevail.

e. Any additional information considered necessary to explain the proposed prices.

2. In the event only one offer is received, offer will comply with DFARS 252.215-7008.

*** END OF NARRATIVE L0002 ***

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

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Section M: EVALUATION OF PROPOSALS

BASIS FOR AWARD

Award will be made on the basis of the lowest evaluated price of proposals meeting the acceptability standards for non-cost factors. The Government will evaluate the proposals submitted in accordance with this section, and will make a determination considering the following factors: Technical Ability, Past Performance and Price.

The Technical Ability Factor will be evaluated on an Acceptable/Unacceptable rating scale. If an offeror fails to achieve an Acceptable rating for any of the three Technical Ability subfactors, it will receive an Unacceptable rating for the Technical Ability factor overall and will not be further considered for award.

The Past Performance Factor will also be evaluated on an Acceptable/Unacceptable rating scale. Offeror must receive an Acceptable rating for the Past Performance Factor or it will not be further considered for award.

Offerors MUST receive overall Acceptable ratings for Technical Ability and Past Performance in order to be further considered for award. The Government anticipates awarding a single contract as a result of this solicitation. The Government intends to award without discussions, but reserves the right to open discussion if determined to be necessary. If the Government determines that discussions are necessary, the Government reserves the right to limit the competitive range for the purpose of efficiency.

In addition, the Government reserves the right to make no award upon evaluation if the proposals are not deemed technically acceptable, and there is no reasonable expectation that opening discussions would result in technically acceptable proposals.

Pursuant to FAR 9.103, a contract will only be awarded to the contractor that the Contracting Officer determines to be responsible. Separate from the best value source selection criteria, Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government may conduct a pre-award survey on any Offeror considered for award, to assist in the Contracting Officers determination of Contractor responsibility.

All proposals shall be subject to evaluation by a team of Government personnel, in strict adherence to the evaluation criteria delineated within the solicitation. The Government will evaluate each offeror against the solicitation criteria in strict accordance with proposal content. The Government will not assume that performance will include areas not specified in the Offerors proposal. Evaluators shall not consider or use as a basis for evaluation any assumptions, preconceived ideas, or personal knowledge or opinions not supported by material provided in the proposal. However, Past Performance may use data other than that provided with the Offerors proposal.

M.1. Volume I - Technical Ability Factor

The Technical Ability Factor has three subfactors:

Subfactor 1.1 - Manufacturing Capability
Subfactor 1.2 - Quality
Subfactor 1.3 - Testing and Inspection

An Offerors proposal fully addressed each of the Technical Ability Subfactors listed above, also delineated in Section L of the Solicitation. The absence of, or an incomplete response to these required elements shall result in an Unacceptable rating. In order for an Offerors Technical Ability Factor proposal to be rated as Acceptable, each Technical Ability Subfactor must receive an Acceptable rating.

Technical Ability Evaluation Ratings:

-ACCEPTABLE: Proposal meets the requirements of the solicitation.

-UNACCEPTABLE: Proposal does not meet the requirements of the solicitation.

M.1.1. Subfactor 1 - Manufacturing Capability

The Offeror will be evaluated on the thorough and detailed description of its manufacturing capabilities to produce the Projectile Nose Plug and Support Cup in accordance with the TDP and solicitation requirements. The proposal must be realistic, achievable, and producible. The Offerors Manufacturing Capability Subfactor proposal will be evaluated on the following essential elements:

a. The Offeror demonstrated understanding and capability to meet TDP and solicitation requirements based upon the offerors detailed description of its proposed manufacturing processes. The Offerors manufacturing capability will be evaluated in the following areas:

i. Detailed description of the manufacturing processes to include an operational flow chart.
ii. Provided a detailed description of the material requirements
iii. Provided a detailed description of the required metal working, machining and forming processes to meet the TDP and solicitation requirements.
iv. Provided a detailed description of the heat treating and hardness requirements to meet the TDP and solicitation requirements.
v. Provided a detailed description of the surface treatment application and testing to meet the TDP and solicitation requirements.
vi. Provided a detailed description of the Offerors ability to perform the packaging requirements.

b. Provided a detailed description of the production rate capabilities for the manufacturing processes. The Offerors proposal included a detailed description of the production rate capabilities for the individual manufacturing processes to include the rate limiting factor of the overall manufacturing process.

M.1.2. Subfactor 2 - Quality

The Offeror will be evaluated on the detailed description of its proposed approach for the performance of quality assurance for the Projectile Nose Plug and Support Cup to meet the TDP, QAP, and solicitation requirements. The Offerors Quality Subfactor proposal will be evaluated on the following essential elements:

a. The Offeror provided documentation that their QMS complied with ISO 9001:2008 or ISO 9001:2015, only design/development exclusions permitted, or an acceptable alternate program/system. If an alternate program/system is utilized, the Offeror provided documentation that was equivalent to ISO 9001:2008 or ISO 9001:2015 requirements.

b. The Offeror provided a detailed description of the procedures for identification, control, correction, and resolution of deficiencies identified in components, assemblies, and the end item for both in-house, and subcontractor facilities. The description included the approach for conducting failure analysis including methodologies for root cause analysis and corrective action. The Offerors failure analysis methodology addressed all the elements listed above (identification, control, correction, and resolution of deficiencies) and provided a documented process that meets these requirements and follows a logical sequence.

c. The Offeror provided a detailed description of the proposed process control systems to mitigate/prevent non-conformances and control variation in processes affecting characteristics for the Projectile Nose Plug and Support Cup. The Offeror provided a description that identified and assessed risks for characteristics for process control.

d. The Offeror provided a detailed description of the proposed supplier management program that demonstrated the ability to evaluate, certify/qualify, manage, audit, and flow-down requirements to control suppliers quality, product and processes to meet the TDP, QAP, and solicitation requirements.

M.1.3. Subfactor 3 - Testing and Inspection

The Offeror will be evaluated on the detailed description of its proposed approach for the testing and inspection for the Projectile Nose Plug and Support Cup in accordance with TDP, QAP, and solicitation requirements. The Offerors Testing and Inspection Subfactor proposal shall be evaluated on the following essential elements:

a. The Offeror provided a detailed description of the capability of the proposed inspection and testing processes and necessary inspection equipment, methods, procedures, and personnel to demonstrate compliance with all requirements identified in the TDP, QAP,

and this solicitation. The Offeror provided a detailed description of their capability of the dimensional inspection, destructive testing, non-destructive inspection, and surface treatment testing to meet the requirements as part of FAT and LAT, as required.

b. The Offeror provided a detailed description of proposed risk mitigation strategies for the proposed testing and inspection processes to ensure each process maintains greater capacity than the demand placed upon that process during testing and inspection.

c. The Offeror provided a detailed description of the calibration system addressing measurement standards, traceability, certifications, and test equipment to demonstrate compliance with ISO 10012 or ANSI/NCSL Z540.3.

M.2. - Volume II - Past Performance Factor

Past Performance information is evaluated as a predictor of future contract performance. The Government will evaluate the Offerors record of recent and relevant past and current performance, to ascertain the confidence of successfully performing the requirements of the TDP and this solicitation.

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 delivery and quality performance.

A significant achievement, problem, problem resolution, or lack of relevant data in any element can become an important consideration in the assessment process.

In conducting the Past Performance evaluation, the Government may use information obtained from other sources, or 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.

M.2.1 - Determine the recent and relevance of the information: The Past Performance information will be reviewed to verify that it is recent, as defined in Section L.

M.2.3 - The Offerors Past Performance will be rated as follows:

Past Performance Evaluation Ratings:

-ACCEPTABLE: Based on the Offerors performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offerors performance record is unknown.

-UNACCEPTABLE: Based on the Offerors performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

**Note: Absent any recent and relevant past performance history, the Offeror will be determined to have Neutral past performance and the Offerors proposal will not be evaluated either favorably or unfavorably on past performance. In the context of acceptability/unacceptability, Neutral shall be considered Acceptable.

Additional outside sources available to the Government, other than the Offerors proposal, may be utilized to evaluate past performance. Outside sources include, but are not limited to, data from Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), or other databases; interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency.

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.

M.3. - Volume III - Price Factor

1. Price Analysis: Price analysis will be used to determine price reasonableness. In the event that a price analysis cannot determine the proposed prices fair and reasonable, cost proposals may be required. Additional analysis techniques may be used as determined necessary by the Contracting Officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel. However, the Government reserves the right to request data other than certified cost or pricing data should an analysis of price reasonableness be necessary per FAR 15.403.

2. Unbalanced Pricing: As part of the cost/price evaluation, proposals may be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

3. The total evaluated price will be calculated as follows:

a. The Government will calculate the Base Year evaluated price for each item by adding the total proposed unit price for the base quantity (base year quantity multiplied by base year unit price) plus the FAT price.

b. The Government will calculate a weighted evaluated price for each item for the option year by multiplying the proposed unit prices for each quantity range by their respective weight and end of the quantity range, and summing their totals, plus the FAT price for the option year.

c. The Total Evaluated Price is the sum of the base year evaluated price for each item and the weighted evaluated price for each item in the option year.

4. If an offeror fails to propose prices for the base quantity and all quantity ranges in the option year, and/or FAT in the option year, the Government may reject that offer as unacceptable.

5. All electronic spreadsheets in support of the proposal shall be in Microsoft Excel or a compatible format which contain working formulas and algorithms, be in the same format as the cost proposal, and calculate proposed prices.

*** END OF NARRATIVE M0001 ***