

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1	<b>of</b> 91	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W52P1J-17-R-0155		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2019DEC06	
<b>7. Issued By</b> ARMY CONTRACTING COMMAND - RI CCRI-AR ROCK ISLAND, IL 61299-8000  BLDGS 60 & 62		<b>Code</b> W52P1J		<b>8. Address Offer To (If Other Than Item 7)</b>			
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

**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 01:00pm (hour) local time 2020JAN06 (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.**

<b>10. For Information Call:</b>	<b>A. Name</b> BENJAMIN C. RIESSEN	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> BENJAMIN.C.RIESSEN.CIV@MAIL.MIL
		<b>Area Code</b> (309)	<b>Number</b> 782-5225	<b>Ext.</b>	

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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.**

<b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b>	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

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

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**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BENJAMIN C. RIESSEN  
Buyer Office Symbol/Telephone Number: CCRI-AR/(309)782-5225  
Type of Contract 1: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

SOLICITATION NUMBER  
W52P1J-17-R-0155

North American Industry Classification System (NAICS)  
Code- 325998 (All Other Miscellaneous Chemical Product and Preparation Manufacturing)

1. This solicitation is for the following items:

ITEM: FLARE AIRCRAFT (A/C) COUNTERMEASURE (CM) M206  
NSN: 1370-01-048-2138  
P/N: 9311623  
DODIC: L410

ITEM: FLARE AIRCRAFT (A/C) COUNTERMEASURE (CM) MJU-7A/B  
NSN: 1370-01-296-8395  
P/N: 8856664  
DODIC: L463

2. This Request for Proposal (RFP), W52P1J-17-R-0155, is for the procurement of the M206 and MJU-7A/B Infrared (IR) Countermeasure Flares (CM). The RFP is full and open competition with restriction of the Technical Data Package (TDP) to those offerors that have access to classified source data up to and including SECRET, that have facility clearance to the level of SECRET, and that have a secure mailing address. The U. S. Government (USG) intends to award two, Indefinite Delivery, Indefinite Quantity (ID/IQ), Firm Fixed Price (FFP) contracts as a result of this RFP. The contract(s) will consist of five, one-year ordering periods, which the USG expects to satisfy its requirements through Fiscal Year 2024. The following five ordering periods are:

Ordering Period 1: Date of Contract Award through 365 Days after Award  
Ordering Period 2: 366 Days after Contract Award through 730 Days after Award  
Ordering Period 3: 731 Days after Contract Award through 1,095 Days after Award  
Ordering Period 4: 1,096 Days after Contract Award through 1,460 Days after Award  
Ordering Period 5: 1,461 Days after Contract Award through 1,826 Days after Award

The exact dates representing the five ordering periods will be entered upon contract award.

3. The guaranteed minimum purchase will consist of a total value of \$12,000,000. This total may be derived from orders in any combination of either item and is to be split among both awardees. The first Delivery Order(s) will be issued with the basic ID/IQ contract award(s) and will obligate the guaranteed minimum dollar amount. The Government is under no obligation to order more than the guaranteed minimum dollar amount under this ID/IQ contract. The only individual authorized to issue Delivery Orders against this contract is the Contracting Officer.

\*\*\*The Government is under no obligation to order any amount beyond the above stated guaranteed minimum.\*\*\*

4. The resulting contract(s) from this solicitation will utilize total (cumulative) pricing for the entire ordering period for production Contract Line Item Number (CLIN)s. The cumulative quantity unit pricing will be reflected forward. Unit prices of previously awarded quantities will not be adjusted. The contractor is not obligated to honor orders in one ordering period totaling more than the following:

- (a) M206 - 2,000,000 ea. for each Ordering Periods 1 through 5.
- (b) MJU-7A/B - 500,000 ea. combined for each Ordering Periods 1 through 5.

\*\*\*See FAR 52.216-19 Order Limitations in Section I of this Request for Proposal (RFP).\*\*\*

5. The total maximum quantity for all five ordering periods for each item is as follows:

- (a) M206 - 5,500,000 ea.

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(b) MJU-7A/B - 1,150,000 ea.

6. The Government will evaluate proposals using Best Value, Trade-Off procedures. The Government intends to make a 60/40 percent split of the guaranteed minimum dollar value in Delivery Order 0001 between the two contractors. The Government reserves the right to adjust each of the Delivery Order quantities by plus or minus 10%. If the Government makes a 60/40 percent split of the guaranteed minimum dollar value in Delivery Order 0001, the higher percentage of the guaranteed minimum dollar value may be awarded to the best overall value Offeror; and the lower percentage may be awarded to the second best value Offeror. If the Government orders more than the guaranteed minimum dollar value under the ID/IQ contracts for any amount to be awarded following the initial award, each awardee would be given a fair opportunity to compete in accordance with FAR 16.505(b) and DFARS 216.505(2)(b)(2). However, the Government reserves the right to make a 100% award of one or both of the flares to one contractor, if determined to be in the Government's best interest.
7. Offerors' proposals shall include prices for all quantity ranges and First Article Tests (FAT) on all Ordering Periods. All prices shall be entered by the Offerors on the Price Matrix (Attachment 0001) in accordance with Section L. Offerors shall not assume FAT will be waived and must provide FAT prices as required to be considered for award.
8. Each Offeror shall submit a single Small Business Subcontracting Plan in accordance with FAR 52.219-9 to encompass the various 100%/60%/40% levels at the maximum range for each Ordering Period.
9. 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.
10. Offerors should take special notice of the Section L, provision at FAR 52.215-1, Instructions to Offerors Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Initial proposals should contain the Offeror's best terms. The Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.
11. 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. Please see Attachment 0003-ASSIST Instructions for further information.
12. Award will be based upon a best value, trade-off evaluation in accordance with FAR 15.101-1. The Offeror's Technical Approach, Past Performance, Price, and Small Business Participation will be evaluated under this RFP. Offerors are cautioned to pay specific attention to Section L, entitled Instructions, Conditions, and Notices to Offerors. Offerors should read Section M, entitled Evaluation Factors for Award, in its entirety. Award will be made to the Offerors whose proposals are determined to provide the best value to the Government based upon Section M criteria; therefore, award may be made to other than the lowest priced Offeror.
13. To be considered for award, Offerors' proposals shall remain valid for 120 days from the closing date of the solicitation. Ensure on the SF33, page 1, block 12, the blank is filled in with 120 days.
14. Refer to the Section C, Technical Data Package Information, and Distribution and Destruction of Restricted Technical Data. The TDP for the M206 and MJU-7A/B IRCM Flares are considered Distribution D, limited to the Department of Defense (DoD) and U.S. DoD contractors only. Distribution Statement on technical documents are in accordance with DoD 5230.24. All firms must be registered in the Joint Certification Program (JCP) in order to access the TDPs with distribution other than distribution A at <https://www.dlis.dla.mil/jcp/> and have a current valid cage code.
15. The M206 and MJU-7A/B IRCM Flares are considered to be sensitive ammunition/explosives. In accordance with paragraph C of DFARS clause 252.223-7007, the Statement of Work (SOW) that specifies requirements found in DoD 5100.76M, Appendix 2 is attached to this solicitation. Refer to Attachment 0004 entitled Security Statement of Work (SOW) Physical Security Standards for DoD Security Risk Category III/IV Ammunition and Explosives at COCO Facilities. Safety and Security Pre-award surveys will also be required for all proposed A&E places of performance.
16. Contractor initiated, early deliveries, as defined as occurring prior to the scheduled month, require written PCO authorization.
17. Offerors shall submit proposed item unit prices on the Price Matrix (Attachment 0001) in lieu of Section B pricing. Offerors shall enter firm fixed prices for each CLIN (FAT & Production as applicable), Ordering Period, Quantity Range and Award Percentage Scenario (100%, 60%, 40%) on Attachment 0001, IRCM Flares Price Matrix. Refer to Section L, Instructions, Conditions and Notices to Offerors for proposal preparation instructions and for instructions on completing the Price Matrix. Refer to Section M Evaluation Factors for Award for how the Government will evaluate proposals submitted against this RFP.
18. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make any assumptions concerning an Offeror's intent, capabilities, facilities or experience. The Government cautions

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Offerors to ensure that their proposal is complete including all fill-ins and blanks in the solicitation. This includes written approval from the cognizant contracting officer for use of Government facilities and equipment, if applicable.

19. Following are the delivery schedules for CLINs 0002, and 0004 for the first Delivery Order, with and without FATs, F.O.B. Origin at 100%, 60%, 40% of the total requirements. The Government intends to do a 60 / 40 percent split of the guaranteed minimum dollar value in Delivery Order 0001 between the two contractors. After the first Delivery Order, the Delivery Order quantities are intended to be split per item / CLIN, proportionately (60/40 percent) for each Delivery Order, but as the result of the fair opportunity to compete, the Government reserves the right to split the Delivery Order quantities between the contractors in any percentage split from 0 to 100 percent, as determined by the Contracting Officer.

CLIN 0002 M206 FLARE

With FAT:

FAT Report will be due 300 days after award of contract

Minimum Production rate of 25,000 per month starting 390 days after award of contract (100% Award)

Minimum Production rate of 15,000 per month starting 390 days after award of contract (60% Award)

Minimum Production rate of 10,000 per month starting 390 days after award of contract (40% Award)

Without FAT:

Minimum Production rate of 25,000 per month starting 180 days after award of contract (100% Award)

Minimum Production rate of 15,000 per month starting 180 days after award of contract (60% Award)

Minimum Production rate of 10,000 per month starting 180 days after award of contract (40% Award)

CLIN 0004 MJU-7A/B FLARE

With FAT:

FAT Report will be due 300 days after award of contract

Minimum Production rate of 780 per month starting 390 days after award of contract (100% Award)

Minimum Production rate of 480 per month starting 390 days after award of contract (60% Award)

Minimum Production rate of 300 per month starting 390 days after award of contract (40% Award)

Without FAT:

Minimum Production rate of 780 per month starting 180 days after award of contract (100% Award)

Minimum Production rate of 480 per month starting 180 days after award of contract (60% Award)

Minimum Production rate of 300 per month starting 180 days after award of contract (40% Award)

NOTE: The actual rate of production for the Ordering Periods will be established at the time the Delivery Order is awarded based upon the ordering period quantity.

20. In accordance with CFR 31 U.S.C. 1352, Offerors shall complete and return Attachment 0009, Disclosure of Lobbying Activities. If not applicable, the Offeror shall mark Attachment 0009, Disclosure of Lobbying Activities with "N/A" and return with the Offerors proposal.

21. This RFP shall not be discussed with any Government employee except the Contracting Officer, Ms. Stephanie Migawa, or her representative, Mr. Benjamin Riessen. Your comments and/or questions should be directed in writing by email to Ms. Migawa at stephanie.m.migawa.civ@mail.mil and Mr. Riessen at benjamin.c.riessen.civ@mail.mil Please indicate the RFP number, W52P1J-17-R-0155, in the subject line of the email correspondence pertaining to this RFP.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ARTICLE TEST - M206 IRCM FLARE</u></p> <p>COMMODITY NAME: FAT - M206 IRCM FLARE  CLIN CONTRACT TYPE:  Firm Fixed Price  Mfr CAGE: 19203  Mfr Part Number: 9311623</p> <p>FAT price shall be entered on the Pricing Matrix (Attachment 0001).</p> <p>FAT approval date shall be 330 days after contract award (if required)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Destination  Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO:  (W52P1J) SR W4MM USA JOINT MUNITIONS CMD  ARMY CONTRACTING COMMAND ROCKISLAND  BLDG 350 RODMAN AVE  ROCK ISLAND, IL, 61299-5000</p>			\$ _____	\$ _____
0002	<p><u>M206 IRCM FLARES - PRODUCTION</u></p> <p>COMMODITY NAME: M206 IRCM FLARES  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The required delivery schedule will be up to a</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>maximum of 166,600 units per month of the M206 IRCM Flares.</p> <p>Production unit prices shall be entered on the Pricing Matrix (Attachment 0001).</p> <p style="text-align: center;">(End of narrative F001)</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Origin</p> <p>SHIP TO:  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>FIRST ARTICLE TEST - MJU-7A/B IRCM FLARES</u></p> <p>COMMODITY NAME: FAT - MJU-7A/B  CLIN CONTRACT TYPE:  Firm Fixed Price  Mfr CAGE: 98747  Mfr Part Number: 8856664</p> <p>FAT price shall be entered on the Pricing Matrix (Attachment 0001).</p> <p>FAT approval date shall be 330 days after contract award (if required).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Destination  Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO:  (W52P1J) SR W4MM USA JOINT MUNITIONS CMD  ARMY CONTRACTING COMMAND ROCKISLAND  BLDG 350 RODMAN AVE  ROCK ISLAND, IL, 61299-5000</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>MJU-7A/B IRCM FLARES - PRODUCTION</u></p> <p>COMMODITY NAME: MJU-7A/B IRCM FLARES                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The required delivery schedule will be up to a maximum 41,640 units per month of the MJU-7A/B IRCM Flare.</p> <p>Production unit prices shall be entered on the Pricing Matrix (Attachment 0001).</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____
0005	<p><u>DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST</u></p> <p>The contractor shall prepare and deliver Data submissions in accordance with the requirements, quantities, and schedule set forth in the Contract Data Requirements lists (DD Form 1423), Exhibits A and B.</p> <p>CLIN 0005 shall not be separately priced.</p> <p>A Material Inspection and Receiving Report is not required.</p> <p>(End of narrative A001)</p>				

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DRAWINGS/SPECIFICATIONS

(a) In addition to the drawings(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) M206 FLARE, AIRCRAFT COUNTERMEASURE, NSN: 1370-01-048-2138, DODIC: L410, Drawings and Specifications in accordance with Technical Data Package Listing 9311623:19200, with revisions in effect as of 02/13/2018, are applicable to the procurement.

MJU-7A/B FLARE, AIRCRAFT INFRARED COUNTERMEASURE, NSN: 1370-01-296-8395, DODIC: L463, Drawings and Specifications in accordance with Technical Data Package Listing 8856664:19200, with revisions in effect as of 11/01/2018, are applicable to the procurement. Letter of Exception dated 1/23/2019 applies.

(c) Government specifications and standards listed in the ADL may be obtained from the standardization documents order desk, building 4D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094. Industry association specifications and standards may be obtained from the applicable associations.

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

\*\*\* END OF NARRATIVE C0001 \*\*\*

RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

(a) The items and components listed in paragraphs (b) 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.

(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. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

ATOMIZED MAGNESIUM POWDER - MIL-DTL-14067  
GROUND MAGNESIUM POWDER - MIL-DTL-382

(c) The failure of the Contractor or subcontractor(s) to comply with this statement of work shall be a material breach of the contract.

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

\*\*\* END OF NARRATIVE C0002 \*\*\*

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

(a) TDPs will be obtained electronically by requesting access from the Contracting Officer (stephanie.m.migawa.civ@mail.mil) and Contract Specialist (benjamin.c.riessen.civ@mail.mil).

(b) You may need to use special software to view the TDP documents. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require ImageR or Lucent viewers to view the TDP(s) and are available as freeware at:

ImageR Viewer: <https://g6msd.redstone.army.mil/>  
Lucent Viewer: <http://www.ec-edi.com/>

(c) The TDP(s), TDPL(s) and their corresponding outstanding Engineering Exceptions for this solicitation will be provided by electronic request from the Contracting Officer / Contract Specialist) from the date of issue through the time specified in the solicitation for receipt of offers.

(d) FOR RESTRICTED TDPs:



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TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed by electronic request to the Contracting Officer / Contract specialist. TDPs and any other related documents are distributed as described below:

(1) Access to EXPORT CONTROL TDPs

(i) TDPs that have been marked as Export Control can be accessed by electronic request made to the Contracting Officer and Contract Specialist, with valid contractor login credentials. In addition, to obtain access to these TDPs, vendors and contractors must include with their submission, their DD2345 Cage code and have a current DD 2345, Militarily Critical Technical Data Agreement on file with the 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 <https://public.logisticsinformationservice.dla.mil/jcp/Default.aspx>, click on Documents and follow the instructions provided. Processing time is estimated at five working days after receipt.

(ii) TDPs that have been marked as Export Control will require Government approval prior to gaining access to the requested information. To request access, submit electronic request to the Contracting Officer (stephanie.m.migawa.civ@mail.mil) and Contract Specialist (benjamin.c.riessen.civ@mail.mil). 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 the Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement form may be required prior to gaining access to the TDP.

(III) If multiple individuals in your company need access to the Export Control TDP for solicitation, it can be obtained from your data custodian 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.

CLIN: 0002

TDPL Date: 02/13/2018

CLIN: 0004

TDPL Date: 11/01/2018

(2) 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.

(3) 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.

\*\*\* END OF NARRATIVE C0003 \*\*\*

CONFIGURATION CHANGE MANAGEMENT DOCUMENTATION

(a) The contractor may submit Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) for the requirements in the Government provided TDP. The contractor shall prepare and submit ECPs, 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 Notices of Revision (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 DD Form 1695-1 Tabulated NOR (or equivalents) 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

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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 post- production and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

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

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

\*\*\* END OF NARRATIVE C0004 \*\*\*

LIGHT AND MEDIUM PHOSPHATE COATING REQUIREMENT

(a) The following requirements regarding light and medium phosphate coatings are applicable to this statement of work and any resultant contract in addition to those requirements set forth in specification TT-C-490F Amendment 3.

(b) Paragraph 3.2.1 of TT-C-490F Amendment 3 refers to "Procedure Approval." Prior to production, a detailed written procedure identifying cleaning, pretreatment and painting processes shall be submitted to the procuring agency for approval. Process time, temperature, chemical concentrations, process controls and acceptance criteria and any other pertinent details shall be listed for each step of the application process. The procedure shall include the manufacturer and exact proprietary designation of any material used as well as any equipment used in the application of the procedure. The complete procedure which demonstrates ability to pass the performance tests contained herein is to be signed by a company official prior to its submittal for approval. Deviation from the approved procedure is not permitted without written approval from the procuring agency (see Supplementary Requirements for Non-CARC).

(c) Paragraph 3.2.2 of TT-C-490F Amendment 3 refers to Preproduction Validation Panels. The test panels shall be the same substrate as will be used in production. For parts or panels requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint systems), the preproduction panels or parts three phosphated only; three phosphate plus primer; three phosphate, primer, and topcoat. For parts or panels requiring Alkyd topcoat finishes, the preproduction panels or parts three phosphated only; three phosphate plus topcoat.

\*\*\* END OF NARRATIVE C0005 \*\*\*

Environmental Requirements

(a) Compliance with Environmental Laws and Regulations: Contractor shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), as well as Major Subordinate Command (MSC) and installation regulation, policy, Host Tenant Agreement, Interagency Service Support Agreement, or Status-of-Forces Agreement. Contractor shall immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, and provisions of Army Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR).

(b) Compliance with Green Procurement Requirements: Contractor shall follow Federal Environmental Protection Agency (EPA) Comprehensive Procurement guidelines ("<http://www.epa.gov/cpg> ") and Army Contracting Command Quick Guide (<https://acc.aep.army.mil/accapps/ACCMAP/Documents/Quick-Guide-for-Sustainable-Procurement.docx> ) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource-efficient; materials with the maximum recycle content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.

(c) Generation of Hazardous Waste: Contractor shall assign all hazardous waste management responsibilities to the appointed Environmental Compliance Designee (ECD). Contractor shall contact the Designated Government Representative (DGR) and/or COR to obtain technical assistance from the Environmental Office for assisting the ECD with achieving and maintaining compliance with hazardous waste storage and disposal requirements. Contractor shall properly profile all waste generated as part of this contract to determine if any waste is hazardous waste as defined by 40 CFR. Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite

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accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with Federal, State, Army, and installation regulation, policy, Host Tenant Agreement, Interagency Service Support Agreement or Status-of-Forces Agreement. The Contractor shall properly package the hazardous waste and complete the hazardous waste manifest, then take the manifest to DGR for approval and signature prior to removing any hazardous waste from the installation. Contractor shall contact DGR to obtain the installations hazardous waste EPA ID number for the hazardous waste manifest. The Contractor shall notify the DGR 24 hours prior to removing any hazardous waste from the installation. The contractor shall remove and dispose of manifested hazardous waste generated by contract activities from the installation, to an approved off-post permitted hazardous waste disposal facility. The DGR shall assist contractors with profiling their waste upon request.

(d) Use of Hazardous Materials: Contractor shall assign all hazardous materials management responsibilities to the appointed ECD. Contractor shall contact the DGR or COR to obtain technical assistance from Environmental Office for assisting the ECD with achieving and maintaining compliance with hazardous material storage, issue, use, and disposal requirements. Contractor shall submit to the COR and/or DGR a hazardous material inventory. The hazardous material inventory will be submitted 30 days prior to commencement of work for contracts that exceed 180 consecutive days. The inventory list will contain the hazardous material type and maximum quantities of materials anticipated to be stored on-site. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Safety Data Sheets for all hazardous materials used and stored on-site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to an installation that are listed on EPA toxic chemical list without prior written approval from DGR and/or COR.

(e) Pollution Prevention/Hazardous Waste Minimization: Minimize the use of hazardous materials and the generation of hazardous waste. Consult with the Environmental Office for suggestions and to obtain a copy of the installation's pollution prevention/hazardous waste minimization plan for supporting waste minimization goals.

\*\*\* END OF NARRATIVE C0006 \*\*\*

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## SECTION D - PACKAGING AND MARKING

\\*ITEM: Aircraft Countermeasures Flare M206

PN: 9311623

NSN: 1370-01-048-2138

DODIC: L410

## PACKAGING REQUIREMENTS:

(a) Packaging shall be in accordance with 9313716 revision G, dated 17 JUL 2008.

(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 9313716, revision G, dated 17 JUL 2008. 2-D barcodes are required in accordance with 12999545, rev H, dated 02 April 2015.

(d) The following shall apply to drawing 9313716, revision G, dated 17 JUL 2008:

## (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. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) 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) Palletization shall be in accordance with 19-48-4116/115B, revision 05, dated 01 DEC 2010. 19-48-4116, Revision 13, dated Jan 2017, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision G, dated 26 Jan 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

ITEM: Infrared Countermeasure Aircraft Flare MJU7-A/B

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PN: 8856664  
NSN: 1370-01-296-8395  
DODIC: L463

## PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with SPI F01-038-5111 revision AB, dated 30 OCTOBER 2015.
- (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 SPI F01-038-5111 revision AB, dated 30 OCTOBER 2015. 2-D barcodes are require in accordance with 12999545, rev H, dated 02 April 2015.
- (d) The following shall apply to drawing SPI F01-038-5111 revision AB, dated 30 OCTOBER 2015:
- (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) Palletization shall be in accordance with 19-48-4116/110F, revision 5, dated AUGUST 2005. 19-48-4116, Revision 13, dated Jan 2017, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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## 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:

<https://www.acquisition.gov/>

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

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

(a) The contractor shall comply with the higher-level quality standard(s) listed below.  
ISO 9001:2015 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)

CRITICAL CHARACTERISTICS CONTROL - M206 ONLY

(a) The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical characteristics (see paragraphs d & e). The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at <http://www.ardec.army.mil/organizations/QESA/>.

(b) The contractor shall assure its critical processes are robust in design, capable and under control, with the objective of not generating any critical non-conformances. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its critical processes to prevent generating critical non-conformances as identified in the CCC Plan.

(c) An inspection and verification system shall be employed that will verify the robustness of all critical processes. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its inspection and verification system to detect and prevent critical non-conformance escapes as identified in the CCC Plan. The Government expects that a contractor will allow zero critical escapes. To demonstrate its critical escape risk the contractor will utilize the nonconformance escape risk goal provided below.

(1) Unless otherwise specified immediately below, the calculated critical non-conformance escape risk is 1 in a million (.000001) items delivered. Or:

Alternate calculated Critical Non-conformance Escape risk: N/A

Unless otherwise approved by the PCO, the non-conformance escape risk is the sum of the individual characteristic escape rates. The probability of escape for a single characteristic shall be calculated by multiplying the non-conformance rate(s) entering the inspection system(s) by the error rate of the inspection system(s). These escape rates are then summed and shall not exceed the tolerable critical non-conformance escape risk.

(2) Within 45 days after award, the contractor can elect to submit a phased-in approach on how the non-conformance escape risk will be achieved over a period of time not to exceed 180 days from the date of first article approval, or from initiation of production when first article is not required. Submission will require approval by the Government and is subject to a technical review and analysis. Allowance for a phased-in approach will then become a part of the contract. Disapproval of the contractors submission does not relieve the contractor of its obligation to comply with the terms of this requirement.

(3) Based on the maximum error rate defined for the inspection system, the contractor shall develop a test procedure to demonstrate

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the error rate. As part of the test plan the contractor shall include sufficient test quantities to assure 90% statistical confidence in the resultant rates unless otherwise approved by the PCO. Once established, the contractor shall have a documented schedule to routinely monitor the non-conformance and inspection system error rates to assure they do not exceed the maximum rates allotted.

(d) As a result of previous practices, the governments technical data may refer to Critical I, Critical II, and Special characteristics. The use of the term critical characteristics within this section includes Critical I, Critical II and Special characteristics and the use of the term critical nonconformances includes those nonconformances pertaining to Critical I, Critical II and Special characteristics. Unless otherwise stated in Section C, these characteristics shall be subject to all requirements of this section.

(e) In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in its contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractors additional critical characteristics shall be classified in accordance with guidance located at <http://www.ardec.army.mil/organizations/QESA/> and shall be submitted to and approved by the PCO prior to production (see DD Form 1423).

(f) In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:

(1) The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

(2) The operation that produced the non-conforming component or assembly and any other operations incorporating suspect components or assemblies are immediately stopped. (See para h. for exceptions)

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail)(See DD Form 1423).

(4) Any suspect material is identified, segregated and suspended from any further processing and shipment.

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (See DD Form 1423). The use of the DID report shall not delay notification to the government as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (see DD Form 1423). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

(7) The procuring activity reserves the right to refuse acceptance of any suspect material until the root cause or reasonably likely cause of the critical non-conformance has been identified, corrective action has been fully implemented and sufficient evidence has been provided to exclude non-conforming material from the conforming population.

(g) The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this section.

(h) The contractor may continue production with an approved CPOA provided that the critical non-conformance is consistent with the failure mode(s) and rates established in the CPOA. Failure to meet all CPOA requirements will require the contractor to revert back to paragraph f requirements.

(i) If a critical non-conformance is discovered beyond its designated inspection point and prior to Government acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after Government acceptance the Government has the right to invoke the requirements of paragraph f with respect to the contractors remaining production under this contract.

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MIL-STD-1916

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

\*\*\* END OF NARRATIVE E0002 \*\*\*

STATISTICAL PROCESS CONTROL

Part I General Statistical Process Control Requirements

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract requirements and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control requirement located in Part II of this section. The milestone schedule shall only include those actions that cannot be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in



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writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(1) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

**Part II Detailed requirements pertaining to plan submittal**

In accordance with DD Form 1423 and Part I of this section, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

**1.0 General Management Plan**

This section shall define managements SPC responsibilities and involvement and shall include managements commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

**1.1 Policy/Scope:**

Describe the Contractors policy for applying SPC, including goals and management commitment to SPC.

**1.2 Applicable Document:**

List documents that are the basis for the contractors SPC program (i.e., ANSI standard, textbooks, Government documents).

**1.3 SPC Management Structure:**

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC

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(i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

**1.4 SPC Training:**

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

**1.5 Manufacturing Controls:**

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

**1.6 Determination of SPC Use:**

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

**1.7 Process Stability and Capability:**

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractors methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability ( $C_p$ ) shall be determined. Process performance index shall be greater than or equal to 1.33 ( $C_{pk}$ ). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 ( $C_{pk}$ ).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent ( $C_{pk}=1.33$ ).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. ( $C_{pk}$  less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

**1.8 Control Chart Policy:**

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R  $\bar{x}$  bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

**1.9 Vendor/Subcontractor Purchase Controls:**

Identify whether suppliers are required to utilize SPC and describe the extent the vendors policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

**1.10 SPC Audit System:**

At a minimum, the contractors SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

**1.11 SPC Records:**

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

**2.0 Detailed Plan:**

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This section shall detail specific manufacturing process/operation parameters under control.

**2.1 Control of Process/Operation Parameters or Characteristics:**

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

**2.2 Reduction or Elimination of Inspection/Test:** The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the SPC contract requirements are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

\*\*\* END OF NARRATIVE E0003 \*\*\*

**REWORK AND REPAIR OF NONCONFORMING MATERIAL**

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QARs disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(f) Rework and repair is a supply chain flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

\*\*\* END OF NARRATIVE E0004 \*\*\*

**DESTRUCTIVE TESTING**

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

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(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance in process testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officers instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

\*\*\* END OF NARRATIVE E0005 \*\*\*

**MEASUREMENT SYSTEM EVALUATION**

(a) Definitions. This paragraph defines specific terms utilized throughout the rest of this section and in the accompanying Contract Data Requirements List (CDRL) and Data Item Description (DID). This aids in clarifying the MSE requirements to Government and contractor personnel.

(1) Acceptance Inspection Equipment (AIE). All equipment (includes AAIE defined below), special and standard, including dimensional gages, measuring equipment, test fixtures, electronic and physical test equipment, and other test equipment used for examination and test of a product to determine conformance to the Technical Data Package (TDP) which may include drawings and specifications (e.g., Detail, Performance, Weapon specifications, and QAPs).

(2) Automated Acceptance Inspection Equipment (AAIE). AIE in which the inspection and acceptance determination of the product is performed, in whole or in part, in an automatic manner.

(3) Contractor Inspection Equipment. Government-approved equipment utilized by the contractor to perform examination and tests to assure conformance to contract requirements.

(4) Commercial Inspection Equipment. Industry-developed inspection equipment of universal application, without limitations to a specific part or item, which is advertised or cataloged as available to the trade or to the public on an unrestricted basis at an established price. Examples follow:

(i) Standard Test Equipment. Multiusage equipment that is specific to a function rather than to an item. It includes such items as hardness testers, tensile strength testers, meters, weighing devices, standard gear testers, ohmmeters, voltmeters, and oscilloscopes.

(ii) Standard Measuring Equipment (SME). Multipurpose equipment and standards used for performing measurements. It includes such items as micrometers, rulers, tapes, height gages, and protractors, etc. Standards include visual inspection equipment such as scratch and dig standards, surface finish comparator, color standards (FED-STD-595), etc.

(5) Nondestructive Testing. The development and application of technical methods to examine materials or components in ways that do not impair future usefulness and serviceability in order to detect, locate, measure and evaluate flaws; to assess integrity, properties and composition; and to measure geometrical characteristics. NDT includes Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(6) Measurement System Analysis (MSA). Per ASTM E2782 (Standard Guide for MSA), paragraph 3.1.7, MSA is any of a number of specialized methods useful for studying a measurement system and its properties.

(b) Scope. This section establishes requirements for design, supply, performance, and maintenance of AIE used for product inspection and acceptance. In addition, this section establishes requirements for the preparation, submission, and approval of AIE documentation.

(c) AIE. The contractor shall provide all AIE necessary to ensure conformance of components and end-items to contract requirements. AIE shall include inspection, measuring, and test equipment whether Government furnished or contractor furnished (including commercially acquired) along with the necessary specifications and procedures for their use (see ISO 10012, paragraph 6.2.1). The AIE shall not create or conceal defects on the product being inspected. All AIE documentation shall contain sufficient information to permit

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evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see applicable DID referenced in DD Form 1423).

(d) AIE Designs & Government Furnished Gages. AIE designs are of two types Government designs (see (d)(1)) and contractor designs (see (d)(2)). When applicable, Government designs or Government furnished gages are designated in the TDP/contract; responsibility for all other AIE is assigned to the contractor. The designs, associated inspection procedures, and theory of operation shall have the level of detail to demonstrate capability of the proposed AIE to perform the required inspection.

(1) Government AIE Designs. Government AIE designs may consist of detailed drawings necessary for the fabrication and use of the AIE. Unless otherwise specified, the contractor may submit alternate or modified contractor designs of Government AIE designs.

(2) Contractor AIE Designs. Contractor AIE design drawings shall meet the requirements of ASME Y14.100, ASME Y14.5 and ASME Y14.43 and may include commercial inspection equipment. [Commercial inspection equipment is defined as shown in paragraph (a)(4) above. It shall be fully described by catalog listings or other means which provide sufficient information to permit identification and evaluation by the Government and may include illustrations and engineering data.] Designs shall be submitted for any special fixture(s) to be used. Unless otherwise specified, Gage Tolerancing Policy shall be in accordance with ASME Y14.43, Absolute Tolerancing (Pessimistic Tolerancing).

(3) Visual Inspection. Visual inspection standards used for the acceptance/rejection of product shall be submitted for approval.

(e) AIE Package Submittals. The contractor shall prepare the AIE package submittal in accordance with the DID referenced in the applicable Contract Data Requirements List (CDRL DD Form 1423). In addition, the contractor shall adhere to the following requirements:

(1) Designs for Approval. Contractor designs and/or the submission for the use of Government designs shall be approved by the Government. Partial submission of AIE designs is permissible in order to expedite the approval process; however, the response date for design review will be based on the date of the final complete submission of designs.

(2) Correspondence in English. The contractor shall ensure all AIE correspondence and documentation are submitted in English.

(3) Units of Measurement. The units of measurement within the AIE package submittal shall be consistent with the requirements of the Technical Data Package (TDP).

(4) AIE Flow Down. The contractor shall flow down AIE requirements to sub-contractors at any tier who are performing acceptance inspections.

(f) Characteristics for Inspection. AIE documentation for Critical, Special, and Major characteristic inspections shall be submitted to the Government for approval in accordance with (IAW) the CDRL (see DD Form 1423). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL (see DD Form 1423) and as required below:

M206:

(1)  Listed Minor (characteristics displayed on specifications and/or drawings)

(2)  Government selected list (as attached or as provided herein):

M206: MIL-DTL-63107D w/AMENDMENT 2, Para 4.4.5 Minor 201, Position of Legs (4)

(3)  Not submitted:

MJU-7A/B:

(1)  Listed Minor (characteristics displayed on specifications and/or drawings)

(2)  Government selected list (as attached or as provided herein):

(3)  Not submitted:

(g) Automated Acceptance Inspection Equipment. The AAIE shall accept only conforming material. All characteristics requiring AAIE per the TDP shall utilize inspection equipment with a minimum demonstrated reliability of 99.8% at a 90% confidence level to detect non-conforming material unless otherwise specified below.

M206:

(1) Reliability of 99.8% at a 90% Confidence Level for Critical/Special Characteristics

(2) Reliability of 99.8% at a 90% Confidence Level for Major Characteristics

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MJU-7A/B:

(1) Reliability of \_\_\_99.8\_\_\_% at a \_\_\_90\_\_\_% Confidence Level for Critical/Special Characteristics

(2) Reliability of \_\_\_99.8\_\_\_% at a \_\_\_90\_\_\_% Confidence Level for Major Characteristics

(3) For inspection of major and minor characteristics where contractor utilizes AAIE when it is not required by the TDP, the AAIE package shall be submitted to the Government for approval. If the Minor characteristic is not listed in paragraph (f)(2) or not required for submittal in paragraph (f)(3), then the AAIE requirements (e.g., verification, calibration, prove-out, etc.) of the inspection shall still be performed.

(4) All AAIE packages submitted to the Government for approval shall be in accordance with MIL-A-70625 (Automated Acceptance Inspection Equipment Design, Testing and Approval of). Furthermore, the contractor shall be responsible for producing the acceptance and rejection verification standards/masters representative of the characteristics the AAIE is designed to inspect. The verification standards and frequency of use require Government approval prior to use. When verification standards are used for the VL-VII sampling plan per MIL-STD-1916 paragraph 4.4, verification standards and frequency of use shall require Government approval prior to use.

(5) If the AAIE accepts a critical characteristic reject standard the contractor shall notify the Government and act in accordance with paragraph (f) of Critical Characteristic Control. In addition, if the AAIE accepts a major and/or minor characteristic reject standard the contractor shall act in accordance with paragraph 8.3 of ISO 10012 or paragraph 5.2.3 of ANSI/NCSL Z540.3.

(6) All AAIE shall be required to pass a Government-approved Acceptance (Prove-Out) Test. The contractor shall conduct this test per the approved test plan and shall submit a test analysis report for approval. See applicable DD Form 1423. This test shall be performed at the contractors facilities whose manufacturing system has had the AAIE fully integrated and calibrated as per paragraph (j) of this section. The contractor shall allow Government personnel access to this facility and unobstructed monitoring of this test.

(7) The contractor shall notify the Government prior to a modification and/or relocation of the Government-approved AAIE. The modified AAIE designs shall be submitted for approval. The modified and/or relocated AAIE shall require submission of the acceptance test plan (prove-out) and results for review and approval prior to use. The modified and/or relocated AAIE shall be in accordance with paragraphs (g)(1) (g)(6).

(h) Measurement System Analysis (MSA). The contractor is responsible to ensure all AIE is, at a minimum, stable, repeatable, and reproducible for all characteristics. Refer to ASTM E2782 and/or AIAG MSA for guidance. The contractor shall provide objective evidence, including the MSA assessment plan, associated data, and analysis, which demonstrates the AIE is, at a minimum, stable, repeatable, and reproducible for the following characteristics (MSA CDRL):

Specification: N/A Paragraph No.: N/A Drawing: N/A Characteristic: N/A

Approval of submitted MSA(s) must be granted before the corresponding AIE can be used or continue to be used for acceptance of product. If at any time following approval of the AIE and MSA the AIE is disapproved, then the MSA shall be disapproved. After the resubmitted AIE is approved, the MSA shall be conducted on the approved AIE and resubmitted for approval.

(i) Robust AIE System. The contractor shall ensure the AIE and its use is not negatively affected by any manufacturing/inspection environmental stimuli including, but not limited to production rate, noise, temperature, humidity, and vibration.

(j) AIE Calibration and Verification. The calibration system shall be in accordance with ISO 10012 or ANSI/NCSL Z540.3. All AIE shall be subjected to scheduled calibration intervals to ensure that the equipment will accept only conforming product and reject all non-conforming product for the duration of the approved calibration period. AIE shall be subjected to periodic verification to ensure that the equipment will continue to accept and reject product with the same consistency as it did at the time of its previous calibration.

(k) Non-Destructive Testing (NDT). Contractor shall submit detailed plans for qualifying and certifying NDT personnel and plans for qualification and ongoing use of NDT methods used for inspecting product. If re-qualification of NDT personnel and/or NDT methods is required, then the applicable plans shall be submitted.

(1) Personnel performing NDT examinations shall be qualified and certified in accordance with the standard practices prescribed by NAS 410 (NAS Certification & Qualification of NDT Personnel), ANSI/ASNT-CP-189 (ASNT Standard for Qualification and Certification of NDT Personnel), or SNT-TC-1A (Recommended Practice for Personnel Qualification and Certification in NDT), and additional procedures that may be identified by the Government. Acceptance of product using NDT shall be performed by personnel at a level of qualification consistent with that defined in the applicable standard.

(2) The NDT method(s) shall be applied in accordance with ASTM E 543 (Standard Specification for Agencies Performing Nondestructive Testing) and the current nationally recognized standard practices appropriate to the NDT method(s) employed, such as ASTM E-1742 (Standard Practice for Radiographic Examination) and SAE-AMS-STD-2154 (Inspection, Ultrasonic, Wrought Metals, Process For). Each

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application technique shall identify the standard(s) utilized. Non-destructive testing includes, but is not limited to, the following types of testing: Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(l) Contractor Alternate Inspection Method(s), Modifications and/or Relocation of AIE (Non-Automated) After Government Approval. If the contractor proposes an alternate inspection method and/or modifies the AIE design(s) affecting hardware, software, or procedures after Government approval the intended change(s) shall be submitted to and approved by the Government prior to implementation. If an AIE is relocated and the relocation risks the integrity of the inspection system, notify the Government to determine information needed to assess impact to AIE. See DD Form 1423.

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL (See DD Form 1423). The Government will provide approval or disapproval within the timeframe specified in the CDRL. Disapproval of the AIE package will require re-submittal and subsequent Government review in accordance with the CDRL requirements. The AIE package and any required prove-outs must be approved prior to First Article (FA) (if required) or production start-up if FA is not required.

(n) Governments Right to Disapprove AIE. The Government reserves the right to revoke approval of any AIE that is not satisfying the required acceptance criteria at any time during the performance of this contract. See DD Form 1423.

(o) Navy Furnished Gages. When gages are listed in paragraph (o)(9) below, the Navy Special Interface Gage (NSIG) Requirement paragraphs (o)(1) (o)(8) shall be satisfied. (M206 ONLY)

(1) The NSIG(s) are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the contractor of meeting all drawing/specification requirements under the contract.

(2) The contractor is responsible for contacting the Naval Surface Warfare Center (NSWC), Corona Division at least 45 days prior to FAT (if required) or production, for the delivery of NSIG(s).

(3) NSIG(s) will be forwarded to the contractor for joint use by the Government and the contractor. Government furnished NSIG(s) shall not be used by the contractor(s) or subcontractor(s) as in-process or working gage(s).

(4) For production items that fail to be accepted by the applicable NSIG(s), an alternate inspection method may be submitted for approval.

(5) The contractor may substitute contractor designed and built AIE for the NSIG(s) noted in paragraph (o)(9) below. However, the designs require Government (Navy) approval and the contractor AIE hardware requires Government (Navy) certification. AIE designs shall be submitted in accordance with CDRL (see DD Form 1423).

(6) The Government (Navy) shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIG(s).

(7) Calibration and repair of the NSIG(s) shall only be performed as authorized by the NSWC Corona Division. Repair is at no cost to the contractor unless repair is required due to damage to the gages resulting from contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIG(s) shall be brought to the immediate attention of the CAO and NSWC Corona Division. The contractor shall not make any adjustments, alterations or add permanent markings to NSIG(s) hardware unless specified by the NSIG operating instructions or authorized by the NSWC Corona Division.

(8) Within 45 calendar days after final acceptance of all production items, the NSIG(s) shall be shipped to NSWC Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following shipping and marking specifications are applicable:

(i) Shipping, MIL-STD-2073, DOD Standard Practice for Military Packaging

(ii) Marking, MIL-STD-129, Marking for Shipment and Storage.

(9) The following NSIG(s) shall be provided and are mandatory for use except as noted by paragraph (o)(5) above.

Drawing: N/A

Rev: N/A

Characteristic: N/A

NSIG No.: N/A

Qty: N/A

Dimensions: N/A

Weight: N/A

Value: N/A

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\*\*\* END OF NARRATIVE E0006 \*\*\*

FIRST ARTICLE TEST (CONTRACTOR TESTING)

(a) The first article shall consist of:

- (1) M206: In accordance with MIL-DTL-63107D w/AMENDMENT 3, para 4.2
- (2) MJU-7A/B: Those items and quantities in accordance with SP 7730620, Rev D, dated 1 October 1997, para 4.2.1,

which shall be examined and tested in accordance with contract requirements, the item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAP(s), and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractors facility and certifications are submitted with the First Article Test Report.

(d) Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including suppliers and Vendors inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representatives (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractors test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to QAP (Joint Munitions Command, Product Quality Manager) .

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

\*\*\* END OF NARRATIVE E0007 \*\*\*

SUPPLEMENTAL WARRANTY INFORMATION



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 25 of 91**

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(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this section are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity).

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later.

\*\*\* END OF NARRATIVE E0008 \*\*\*

**AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING**

(a) Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term should be considered to be replaced with the word shall. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing and Acceptance and Description Sheets (for Propellants and Explosives). WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided below.

(b) MHP-WARP Access Procedures

(1) Government or Contractor employee with CAC and AKO account:

- (a) Click on the MHP hyperlink which is <https://mhp.redstone.army.mil/>
- (b) Enter CAC PIN when prompted
- (c) Click on WARP (ADC)
- (d) Click on Help
- (e) Click on WARP Request Access and follow instructions

(2) Contractor or Government employee without CAC and AKO account: MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority (ECA) program. You are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html>  
A nominal fee is charged for each certificate. The Contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

(3) After the required certificate is obtained:

- (a) Click on the MHP-WARP hyperlink: <https://mhpwarp.redstone.army.mil/>
- (b) Enter ECA password
- (c) Click on Help and follow the instructions for obtaining the necessary access

(c) HELP Numbers are as follows:

MHP Access (256)313-2143; DSN 897-2143

JMC Quality Administrators for WARP issues (309)782-2697 or (309)782-7107

(d) Worldwide Ammunition-data Repository Program (WARP)

An online users manual will provide additional help in the development of an ammunition data card. It is recommended that you download and read the users manual prior to inputting your initial data card. The users manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(e) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirements of MIL-STD-1168. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), who reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code. The use of previously inputted ADCs through the TEMPLATE option significantly reduces input effort, while increasing accuracy and consistency of data.

**Name of Offeror or Contractor:****(f) Email Notification**

WARP provides immediate, automated notification to process participants when actions are required. When the contractor has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to conform with MIL-STD-1168 and contract requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

**(g) Information Updates**

It is important that the System Administrators are apprised when a contractor receives a new contract. The contractor shall notify usarmy.ria.jmc.mbx.warp@mail.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturers identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new contractor and do not have a Manufacturers identification symbol, you can obtain one by sending an email to usarmy.ria.jmc.mbx.warp@mail.mil. The email must contain manufacturers name, address where performance of the contract will take place, and a point of contact.

**(h) Report of Contractor Ballistic/Function Testing Module**

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic/function testing and to submit the report in electronic format via the WWW. The report must be a .pdf file for the upload process to work.

**(i) Acceptance and Description Sheets (for Propellants and Explosives) Module:** The WARP application now contains an area for on-screen data entry capturing requirements per MIL-STD-1171 for Acceptance and Description Sheets with respect to contract specified Propellant, Chemical and Explosive constituents.

\*\*\* END OF NARRATIVE E0009 \*\*\*

**2-D BAR CODING**

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the suppliers 2-D Bar Code Label is required before each product with a unique national stock number (NSN) or federally recognized number (FRN) shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the suppliers initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to HQ, US Army Joint Munitions Command, 1 Rock Island Arsenal, ATTN: AMSJM-QAP, Rock Island, IL 61299-6500 to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the suppliers product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

\*\*\* END OF NARRATIVE E0010 \*\*\*

**AMMUNITION DATA CARDS**

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) and Ammunition Lot Numbers are contained in MIL-STD-1168, the applicable DD Form 1423 and the Worldwide Ammunition-data Repository Program (WARP) online users manual. Detailed requirements for obtaining and using a manufacturers identification symbol, which is an integral component of the ammunition lot number,

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can be found in MIL-STD-1168 and the WARP users manual. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term should be considered to be replaced with the word shall.

(a) The contractor shall develop and submit ADCs in accordance with the requirements of this section, MIL-STD-1168, and the users manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. (Refer to Ammunition Data Cards and Report of Contractor Ballistic Testing for more information.) The ADC requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(b) The contractor shall prepare an ADC for each lot of item(s) being produced under this contract, regardless of whether or not those lots are accepted or rejected by the Government. The ADC shall comply with MIL-STD-1168 and WARP requirements.

(c) Unless otherwise authorized by the Procuring Contracting Officer, the contractor shall include, in the components sections on the ADC representing the deliverable item, as a minimum; all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

End Item Component Listing: M206 FLARE

Drawing Number: 9313718, Nomenclature: BOX, WIREBOUND

Drawing Number: 8865541, Nomenclature: CONTAINER PA19 ASSEMBLY

Drawing Number: 9311624, Nomenclature: CASE, CARTRIDGE

Drawing Number: 9311631, Nomenclature: SPACER, FELT

Drawing Number: 9342952, Nomenclature: PISTON, CUSHION ASSEMBLY

Drawing Number: 9344021, Nomenclature: O-RING

Drawing Number: 9347036, Nomenclature: PELLET ASSY EXTRUDED  
OR

Drawing Number: 9362918, Nomenclature: PELLET ASSY PRESSED

Drawing Number: 9354481, Nomenclature: IGNITION END O-RING

Drawing Number: 9362906, Nomenclature: END CAP

Drawing Number: 9362919, Nomenclature: TAPE METALIZED FILM  
OR

Drawing Number: 9342953, Nomenclature: TAPE

End Item Component Listing: MJU-7A/B FLARE

Drawing Number: 9826405, Nomenclature: BACK PLATE

Drawing Number: 8776292, Nomenclature: CLOSURE

Drawing Number: 8776307, Nomenclature: GASKET

Drawing Number: 8776302, Nomenclature: IGNITION DIP COAT

Drawing Number: 8776297, Nomenclature: PROTECTIVE WRAP

Drawing Number: 8776309, Nomenclature: COMPRESSION SPRING

Drawing Number: 8776291, Nomenclature: CASE

Drawing Number: 8776299, Nomenclature: FLARE GRAIN

Drawing Number: 8776304, Nomenclature: SLIDER & HOUSING

Drawing Number: 9826404, Nomenclature: PISTON

Drawing Number: 8776306, Nomenclature: SEQUENCER COMP

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(d) The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements. Drawing Number from paragraph (c) above N/A-, components as follows:

Component Drawing Number: N/A, Nomenclature: N/A

(e) Lot numbers shall be in accordance with MIL-STD-1168 lot number convention and the technical data package requirements. Lot numbers shall be used for all ammunition end items and their major components, including inert, dummy, or non-energetic items and components. When not required by technical data package and not an end item or major component, the component lot number may be constructed through contractor lot number convention.

(f) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (d) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.

(g) All component RFD/ECPs shall be listed on the ADC for the deliverable item, as well as on the component ADC, when that component is identified in paragraph (d) above. The WARP users manual provides information on the level of detail required.

(h) A sample ADC shall be developed and submitted to the WARP system 30 days prior to First Article testing or 30 days prior to production in the event a first article is not required. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

\*\*\* END OF NARRATIVE E0011 \*\*\*

MIL-STD-1171B, ENERGETIC MATERIAL DESCRIPTION SHEETS AND PROPELLANT LOADING AUTHORIZATION SHEETS

(a) The contractor shall prepare Energetic Material Description Sheets and Propellant Loading Authorization Sheets in accordance with MIL-STD-1171B when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (WARP) shall be utilized to store the data sheets required by MIL-STD-1171B. The Munitions History Program (MHP) network located at <https://mhp.redstone.army.mil/> must be used to gain access to WARP.

(b) The requirements of MIL-STD 1171B specified in the CDRL is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Description Sheets and Loading Authorizations module located in the WARP system.

(d) The presence of the contractors typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.

\*\*\* END OF NARRATIVE E0012 \*\*\*

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## 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:

<https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.247-61	F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
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](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

"Government's unit acquisition cost" means

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

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

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

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"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](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](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,

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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 reparable and DoD serially managed nonreparable as specified in Attachment Number N/A.

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

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

(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

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(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).\*\*



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(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)

F-7 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS

FEB/2006

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

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

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

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

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

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

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

(b) The Contractor shall --

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

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

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

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload

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shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carriers conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and

(vi) The signature of the carriers agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractors plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offerors lowest cost when the offeror ships for the offerors account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractors invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractors shipping plant or point to carriers facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offerors differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_ (carload, truckload, less-load,

\_\_\_\_\_ wharf, flatcar, driveway, etc.)

(End of Clause)

**SUPPLEMENTAL TRANSPORTATION REQUIERMENTS**

**1. TRANSPORTATION SECURITY REQUIREMENTS**

a. Supplies procured or furnished under this contract/subcontract, which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Hazard Class 1 Explosives 1.3G, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitive category or explosive class identified under DOD 5100.76-M and DOD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in

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accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

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

c. This requirement must be entered in all contracts/subcontracts at any tier.

**2. SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)**

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

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

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

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

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

**3. 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.

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items--

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

COMBO INVOICE/RECEIVING REPORT

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

SOURCE ORIGIN/SOURCE

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

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

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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 SEC. B OF AWARD
Ship From Code	SEE SEC. B OF AWARD
Mark For Code	SEE SEC. B OF AWARD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	*

\*Required fields in WAWF. Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA, the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "Inspect by DoDAAC". If contract administration is retained by the Issuing/Procuring Activity, the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "Inspect by DoDAAC".

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

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

(g) WAWF point of contact.

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

SYDNEY.R.SHRAKE.CIV@MAIL.MIL

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

(End of clause)

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
		Supply	Service	Construction	
52.212-4 (Alt I), Contract Terms and Conditions-- Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor- Hour Contract	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for

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which payment is requested.

-----  
 52.232-1, Payments | Navy | X | N/A | N/A | Line item specific by fiscal  
 Shipbuilding | | | | | year. If there is more than one  
 Invoice (Fixed | | | | | ACRN within a deliverable line  
 Price) | | | | | or deliverable subline item, the  
 | | | | | funds will be allocated using  
 | | | | | the oldest funds. In the event  
 | | | | | of a deliverable line or  
 | | | | | deliverable subline item with  
 | | | | | two ACRNs with the same  
 | | | | | fiscal year, those amounts will  
 | | | | | be prorated to the available  
 | | | | | unliquidated funds for that  
 | | | | | year.  
 -----

52.232-1, Payments; | Invoice | X | X | N/A | Line Item specific proration. If  
 52.232-2, Payments | | | | | there is more than one ACRN  
 under Fixed-Price | | | | | within a deliverable line or  
 Research and | | | | | deliverable subline item, the  
 Development | | | | | funds will be allocated in the  
 Contracts; | | | | | same proportion as the  
 52.232-3, Payments | | | | | amount of funding currently  
 under Personal | | | | | unliquidated for each ACRN on  
 Services Contracts; | | | | | the deliverable line or  
 52.232-4, Payments | | | | | deliverable subline item for  
 under Transportation | | | | | which payment is requested.  
 Contracts and | | | | |  
 Transportation- | | | | |  
 Related Services | | | | |  
 Contracts; and | | | | |  
 52.232-6, Payments | | | | |  
 under | | | | |  
 Communication | | | | |  
 Service Contracts | | | | |  
 with Common | | | | |  
 Carriers | | | | |  
 -----

52.232-5, Payments | Construction | N/A | N/A | X | Line Item specific by fiscal  
 Under Fixed-Price | | | | | year. If there is more than one  
 Construction | | | | | ACRN within a deliverable line  
 Contracts | | | | | or deliverable subline item, the  
 | | | | | funds will be allocated using  
 | | | | | the oldest funds. In the event  
 | | | | | of a deliverable line or  
 | | | | | deliverable subline item with  
 | | | | | two ACRNs with the same  
 | | | | | fiscal year, those amounts will  
 | | | | | be prorated to the available  
 | | | | | unliquidated funds for that  
 | | | | | year.  
 -----

52.232-16, Progress | Progress | X | X | N/A | Contract-wide proration.  
 Payments | | | | | Funds shall be allocated in the  
 | | | | | same proportion as the  
 | | | | | amount of funding currently  
 | | | | | unliquidated for each ACRN.  
 | | | | | Progress Payments are  
 | | | | | considered contract level  
 | | | | | financing, and the "contract  
 | | | | | price" shall reflect the fixed  
 | | | | | price portion of the contract  
 | | | | | per FAR 32.501-3.  
 -----

52.232-29, Terms for | Commercial | X | X | N/A | Specified in approved  
 -----

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Financing of  
Purchases of

payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

52.232-32,  
Performance-Based  
Payments

| Performance Based Payments\* | X | X | N/A |

Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

252.232-7002,  
Progress Payments  
for Foreign Military

| Progress Payment\* | X | X | N/A |

Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

\*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

\*\*\* END OF NARRATIVE G0001 \*\*\*

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H-1	5152.216-5900 FAIR OPPORTUNITY FOR MULTIPLE AWARD ID/IQ CONTRACTS (C-JTSCC)	AUG/2011
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(a) For each proposed issuance of a delivery/task order, the Contracting Officer will solicit all contractors under this multiple award contract vehicle by providing a notice of the intent to make the purchase, a description of the requirement, and the basis upon which the Contracting Officer will make the selection. Contracting Officers may use streamlined proposal procedures, including oral presentations.

(b) This notice will normally be provided by e-mail. Contractors shall provide the Contracting Officer with a primary and a back-up email address. The government is not responsible for ensuring the contractor receives any notice.

(c) Contracting Officers will fairly consider all responses received by evaluating price and any other factors listed in the notice. The Contracting Officer reserves the right to select an awardee based on initial offers. No protest under FAR Subpart 33.1 is authorized in connection with the award of any order, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(e) and 41 U.S.C. 253j(d)), with the exception of task orders with a value of greater than \$10M which are subject to Section 843 of the National Defense Authorization Act for FY 2008.

(d) Exceptions to the Fair Opportunity Process: The Contracting Officer may not provide fair opportunity to all contract awardees if: "(i) The need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays; (ii) only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; (iii) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; (iv) it is necessary to place an order to satisfy a minimum guarantee."

(End)

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 H0001 \*\*\*

PROGRESS PAYMENT LIMITATION



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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 H0002 \*\*\*

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:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document	1
Administration Office (ACO)	See Award document	3
Logistics Management Lead	TBD	1
Logistics Management Spec.	TBD	1

Additional Distribution:  
(as indicated)

TBD

\*\*\* END OF NARRATIVE H0003 \*\*\*

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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:

<https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2018
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-14	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-15	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-18	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-19	52.210-1	MARKET RESEARCH	APR/2011
I-20	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-22	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-3	CONVICT LABOR	JUN/2003
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION	MAY/2018
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	OCT/2019
I-31	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-33	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN/2019
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-44	52.232-1	PAYMENTS	APR/1984

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I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-17	INTEREST	MAY/2014
I-49	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)	FEB/2002
I-51	52.232-25	PROMPT PAYMENT	JAN/2017
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-53	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
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I-86	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
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I-95	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-96	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-97	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-98	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-99	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-100	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-101	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016

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I-102	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-103	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-104	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-105	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2014
I-106	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-107	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-108	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-109	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-110	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-111	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)	JAN/1997

(a) The Contractor shall test in accordance with; M206: MIL-DTL-63107D w/AMENDMENT 3, para 4.2 and MJU-7A/B:SP 7730620, rev D, dated 1 October 1997, para 4.2.1 as specified in this contract. 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 \*SEE SECTION B CLIN\* calendar days from the date of this contract to QAP (JOINT MUNITIONS COMMAND, PRODUCT QUALITY MANAGER) 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-112	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 120,000 ea M206 units for Ordering Periods 1-3, 2,000 ea M206 units for Ordering Periods 4-5 and 4,000 ea MJU-7A/B units for Ordering Periods 1-3, 2,000 ea MJU-7A/B units for Ordering Periods 4-5, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 5,500,000 ea M206 units and 1,150,000 ea MJU-7A/B units.

(2) Any order for a combination of items in excess of 6,650,000 ea units ; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-113            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2,581 DAYS AFTER AWARD.

(End of Clause)

I-114            52.216-32            TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN            SEP/2019

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Mr. Kevin Larkin  
Army Contracting Command-Rock Island  
3055 Rodman Avenue  
Rock Island, IL 61299-8000

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless

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prohibited by law or agency procedure.

(End of clause)

I-115

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 Contractor's 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 Contractor's 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 Contractor's 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 Contractor's 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.

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(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

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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.



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(3) If the financing payments are in the form of 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 Government's 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 Government's 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 Government's 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

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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-116 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 1,095 DAYS AFTER ACCEPTANCE.

(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 120 DAYS.

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

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(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-117            252.216-7006            ORDERING

SEP/2019

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from DATE OF AWARD through 1,826 DAYS AFTER AWARD.

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

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

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

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

(End of Clause)

I-118            252.223-7007            SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES            SEP/1999

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

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M206 IRCM FLARE	1370-01-048-2138	NA/(IV)
MJU-7A/B IRCM FLARE	1370-01-296-8395	VIII/(IV)

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

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

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

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

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

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

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

(End of clause)

I-119            252.239-7016            TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES            DEC/1991

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

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(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: AT THE CONTRACTORS FACILITY

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from THE PCO. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with TBD.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

I-120            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

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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

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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-121            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-122            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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(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-123            52.219-4            NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS            DEC/2018  
CONCERNS (DEVIATION 2019-00003)

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

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; as is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_\_ Offeror elects to waive the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a



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contract for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (d) of this clause.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-124

52.219-9

SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-00018)

AUG/2018

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and

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conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractors written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractors representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offerors subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

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(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concerns size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled

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veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than simplified acquisition threshold, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

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(iv) Records of any outreach efforts to contact

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concerns pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that

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is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

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(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

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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.

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"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-126 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.



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(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-127            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-128            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-129            52.223-11            OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL            JUN/2016  
HYDROFLUOROCARBONS

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

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

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

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

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

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

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

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

Warning: Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

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

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

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

(ii) Contract number; and

(iii) Equipment/appliance;

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

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

(ii) At the end of contract performance.

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

(End of clause)

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I-130            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:

<https://www.acquisition.gov/>

(End of Clause)

I-131            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-132            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

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

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

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

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(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	M206 FLARE - CONTRACT DATA REQUIREMENTS LIST	03-SEP-2019	021	
Exhibit B	MJU-7A/B FLARE - CONTRACT DATA REQUIREMENTS LIST	03-SEP-2019	019	
Attachment 0001	IRCM FLARES PRICE MATRIX	03-SEP-2019	001	
Attachment 0002	GUIDANCE ON DOCUMENTATION OF CDRL	03-SEP-2019	002	
Attachment 0003	ASSIST INSTRUCTIONS	03-SEP-2019	001	
Attachment 0004	SECURITY STATEMENT OF WORK, PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES AT COCO FACILITIES	03-SEP-2019	006	
Attachment 0005	OPSEC STATEMENT OF WORK	03-SEP-2019	002	
Attachment 0006	OPSEC ACQUISITIONS PLAN	03-SEP-2019	016	
Attachment 0007	DD254	05-NOV-2019	004	
Attachment 0008	HAZARD WARNING LABEL	03-SEP-2019	001	
Attachment 0009	DISCLOSURE OF LOBBYING ACTIVITES	03-SEP-2019	002	
Attachment 0010	SMALL BUSINESS PARTICIPATION	03-SEP-2019	003	

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

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

<https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	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	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	OCT/2018

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325998.

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

(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;

**Name of Offeror or Contractor:**

- (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.

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(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.

\_X\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

Table with 4 columns: FAR Clause #, Title, Date, Change. Two rows of blank lines below the headers.

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-6 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUN/2019
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of



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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 (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

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

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

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

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

(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.

(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

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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-7            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            OCT/2018

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

K-8

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

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## 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:

<https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
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	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.215-7008	ONLY ONE OFFER	JUN/2019
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
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The Government contemplates award of a FIRM FIXED PRICE FIVE-YEAR INDEFINITE DELIVERY - INDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

L-12	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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:

DEPARTMENT OF THE ARMY  
US ARMY CONTRACTING COMMAND - ROCK ISLAND  
CCRC-AR, STEPHANIE MIGAWA - CONTRACTING OFFICER  
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	5152.233-5900 (C-JTSCC)	AGENCY PROTEST PROGRAM	AUG/2011
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(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the

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Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO) in accordance with FAR 33.103. A protest to C-JTSCC is a PROTEST TO THE AGENCY, within the meaning of FAR 33.103. The C-JTSCC Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within C-JTSCC, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the C-JTSCC Agency Protest program for contract solicitations issued by C-JTSCC. Such Agency Protests are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.

(d) For the purpose of filing a C-JTSCC Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the Contracting Officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(f) C-JTSCC Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

DEPARTMENT OF THE ARMY  
US ARMY CONTRACTING COMMAND - ROCK ISLAND  
CCRC-AR, STEPHANIE MIGAWA - CONTRACTING OFFICER  
3055 RODMAN AVENUE, ROCK ISLAND, IL 61299-8000

(End)

L-14            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(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.

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L-15            52.215-20            REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN            OCT/2010  
CERTIFIED COST OR PRICING DATA

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

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

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

(End of provision)

L-16            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):

<https://www.acquisition.gov/>

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52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

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

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

(End of clause)

PROPOSAL SUBMISSION: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## A. General Instructions:

1. The Offerors shall submit proposals in accordance with the information in this section. The Government expects Offerors to review all documents contained or referenced in the solicitation for further insight into the areas that your proposal must address. Proposals that do not contain the information requested in the solicitation risk the Government determining the proposal unacceptable.
2. Clarity and completeness are essential and proposals should be clear, consistent, and concise. Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offeror's capability to support the solicitation and Technical Data Package (TDP) requirements. The burden of providing complete and thorough information remains with the Offeror.
3. Offerors shall confine information intended for the Government to consider to the appropriate volume. Offerors shall provide information by addressing each Factor/Sub-factor in the format and sequence identified in these instructions. Information submitted that is not within the appropriate volume may not be considered. The Government will not assume the duty to search for data or information to cure problems it finds in proposals.
4. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. The Government cautions Offerors that merely repeating the technical requirements with stated assertions DOES NOT reflect an understanding of the requirement or substantiate capability to perform. Proposals must provide documentary evidence in support of conclusive statements of how the Offeror will meet contract requirements.
5. The Government intends to award two contracts without discussions; consequently, it is the Offeror's responsibility to submit a proposal that conforms to all of the terms and conditions of the solicitation and contains the Offeror's best offer. In accordance with FAR 15.306, when award without discussions is contemplated Offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors. The Government hereby advises Offerors that adverse past performance information to which the Offeror has not yet had an opportunity to respond (reference FAR 15.306) does not include information obtained from formal rating systems, such as Past Performance Information Retrieval System (PPIRS) or Federal Awardee Performance and Integrity Information System (FAPIIS).
6. The Government reserves the right to open discussions if deemed necessary. In the event that discussions are necessary, the Procuring Contracting Officer (PCO) will establish a competitive range in accordance with FAR 15.306.
7. All proposals shall use the English language. Offerors shall utilize Arial or Times New Roman, with a minimum font size of 12 point.
8. The Offeror's proposal shall consist of the following five volumes:  
  
Volume 1 - Technical Approach Factor  
Volume 2 - Past Performance Factor  
Volume 3 - Price Factor  
Volume 4 - Small Business Participation Factor  
Volume 5 - Solicitation and Amendments
9. The complete proposal, as described above, shall be electronically submitted to the Contracting Officer and her representative no later than the due date and time specified in the solicitation and any subsequent amendments (if applicable). The Government will not evaluate proposals submitted by mail or hand-carried. Electronic mail proposal submissions shall not exceed a size limit of 10MB. The Government recommends that the Offeror request a "Return Receipt" or other form of acknowledgment to verify that the Government received the proposal submission.

Electronic Mail:

**Name of Offeror or Contractor:**

Stephanie.m.migawa.civ@mail.mil  
benjmamin.c.riessen.civ@mail.mil

10. All computer files shall be virus checked prior to submission. The Government may hold Offerors financially liable for damage caused to Government computer systems by any virus introduced during review of these submitted documents.

**B. Proposal Instructions and Content by Volume:****1. Proposal Volume 1 - Technical Approach Factor:**

The Technical Approach Factor consists of the following three Sub-factors:

Sub-factor 1: Manufacturing Plan

Sub-factor 2: Quality Plan

Sub-factor 3: Management Plan

**Volume 1 Instructions:**

The Offeror shall develop its Technical Approach proposal using Microsoft Word or Portable Document Format (.PDF) with a minimum font size of 12 point. It shall consist of a maximum of 90 pages, one Integrated Master Schedule (IMS) (provided as part of the Offeror's Sub-factor 3 Management Plan proposal), and a minimum of one but up to the maximum of five Process Flow Diagrams (provided as part of the Offeror's Sub-factor 1 Manufacturing Plan proposal). The IMS and Process Flow Diagrams will not count towards the page limit. Offerors are required to submit both the IMS and the Process Flow Diagram(s) in pdf format and each shall be no larger than 11 x 17 printed. Offerors shall number all pages. If an Offeror provides more than the maximum allowance of pages, the Government will not evaluate any pages above 90. If an Offeror does not comply with the submission requirements, the Technical Approach proposal may be rejected and not evaluated. Offerors must submit the Technical Approach proposal by the closing date and time of the solicitation.

**Volume 1 Content:**

a. **Sub-factor 1 - Manufacturing Plan:** The Offeror shall provide its detailed Manufacturing Plan proposed for production of the M206 and MJU-7A/B flares to meet the requirements of the solicitation. The Offeror's Manufacturing Plan must identify the essential manufacturing processes, the essential procedures, including process control, and the essential skills required to produce the M206 and MJU- 7A/B flares in accordance with the applicable technical data packages. The Offeror shall provide a minimum of one, but up to the maximum of five Process Flow Diagrams, which do not count towards the page limit. The Offeror's Manufacturing Plan must be realistic, achievable, and supportable. The Offeror is required to submit Manufacturing Plans that differentiate between the M206 and MJU-7A/B flares where appropriate. At a minimum, the Manufacturing Plan shall include the following:

i. Identify essential manufacturing and test facilities, equipment and skills.

ii. A detailed description of the proposed manufacturing processes/plans, to include information as to whether the processes/part is manufactured in-house or procured from a sub-contractor/vendor. For each part: define all work to be accomplished by a sub-contractor and provide the name of the proposed sub- contractor.

iii. A detailed description of the process control mechanisms/systems and equipment used throughout the proposed manufacturing process.

iv. A detailed description of the Offeror's Material Obsolescence Program and identification of single point failure materials or single supplier issues, and actions taken to mitigate this risk of material non-availability.

b. **Sub-factor 2 - Quality Plan:** The Offeror shall provide its detailed Quality Plan which shall describe the Offeror's proposed approach for the performance of Quality Assurance to meet the solicitation requirements. The Offeror shall submit Quality Plans that differentiate between the M206 and MJU-7A/B flares where appropriate. At a minimum, the Quality Plan shall include:

i. Objective evidence that the Offeror's quality system complies with the requirements of the solicitation listed in Section E - Higher-Level Contract Quality Requirements. For example, independent certification by an accredited registrar, approval by Headquarters, Joint Munitions Command, etc., or a copy of the Offeror's general quality manual (will not be counted against the maximum number of pages).

ii. A description of the interrelations of the Offeror's quality program to the organization and its relationship with subcontractors and suppliers. A description of the mechanisms through which the Offeror flows down and verifies contractual quality requirements to its subcontractors.

iii. Procedures for identification, control, correction, and resolution of deficiencies found in components,



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assemblies and end items.

iv. A description of the proposed program for the identification, inspection, prevention and control of critical defects.

v. A description of the Offeror's in-coming supplies and materials inspection plan/procedures to insure supplies and materials utilized in production conform to the drawings and specifications.

c. Sub-factor 3 - Management Plan: The Offeror shall provide its detailed Management Plan proposed for production of the M206 and MJU-7A/B flares to meet the solicitation requirements. The Offeror shall provide an IMS (which does not count towards the page limit) and Integrated Master Plan (IMP). The Offeror shall submit a Management Plan that differentiates between the M206 and MJU-7A/B flares where appropriate. At a minimum, the Management Plan shall include the following:

i. Provide details for planning, establishing and implementing all processes the Offeror intends to use to execute the program and control technical, cost and schedule risk. Define and describe the integration of all the diverse tasks and milestones that the Offeror must be successfully complete along with the requisite resources.

ii. The Offeror's IMS shall clearly illustrate the interdependencies of all activities, events, supporting tasks, and milestones; and the extent to which it is both supportable and achievable. The Offeror's critical path shall be realistic, and the Offeror shall assess the overall associated risk. The Offeror shall provide schedule data on its key subcontractors and suppliers.

iii. A description of how the Offeror will meet the delivery schedules for the M206 and MJU-7A/B flares. This schedule shall include key supplier/subcontractors schedules. The plan must be realistic, achievable and supportable, and shall include a milestone chart and a description of the Offeror's production capacity.

iv. A description of the process for development, qualification and insertion of new technology, product, or process improvement.

v. Identify all key individuals to include the area of responsibility and the reporting chain. Details on any involved Integrated Product Teams (IPTs) and the skills and experience of key individuals. A description of skilled personnel available for the performance period. Identify personnel currently in house, including skills and years of relevant experience. Describe training plans established to train production personnel.

vi. Identification and details relating to any efforts such as Six Sigma, Lean Design, cost reduction, material obsolescence, reliability improvement and continuous quality improvement efforts. Details provided on previous program application, effectiveness and results, and why it would be appropriate for the M206 and MJU-7A/B flares.

2. Proposal Volume 2 - Past Performance Factor (Past Performance Volume):

The Past Performance Factor consists of the following two sub-factors:

Sub-factor 1: Quality

Sub-factor 2: On-Time Delivery

Volume 2 Instructions:

The Past Performance volume shall consist of a list and description of all recent Government, Commercial, and Foreign Military Sales (FMS) contracts that are relevant to this solicitation and requirement in which the Offeror performed as either the Prime or a major/key subcontractor.

The Offeror must submit all contract information (Government, Commercial, and FMS) that meets the definitions for "Recent" and "Relevant".

The Government defines Recent as 1) occurring within the past three years before the initial closing date of this solicitation, or 2) awarded earlier than three years ago, but for which deliveries occurred or were scheduled to occur within the past three years before the initial closing date of this solicitation. The Government may evaluate any subsequent performance prior to the date of award of this requirement.

It is incumbent upon the Offeror to explain the relevance of the data provided. The Government defines Relevant as a present or past performance effort that involved similar scope and magnitude of effort and complexities this solicitation requires. Similar scope and magnitude of effort and complexities would include having previously produced like or similar items which utilized the same or similar manufacturing processes, critical skills, and unique techniques needed to produce the IRCM flares.

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The Government reserves the right to determine whether an item is like or similar, and whether the item applies to the current requirements for evaluation purposes. The Government may also consider the degree to which contracts are of a comparable complexity to the proposed effort in determining relevance.

It is incumbent upon the Offeror to explain why they consider a proposed subcontractor to be a major/key subcontractor on a relevant requirement. The Government considers an Offeror a major/key subcontractor when the Offeror performed or is performing 20 percent or more of a relevant requirement based on total dollar value OR performed or is performing major or critical aspects of a relevant requirement.

The burden of providing thorough and complete past performance information remains with the Offeror. The Government advises Offerors that while the Government may use independent data to evaluate an Offeror's past performance the Government does not assume the duty to search for data to cure problems.

There is no page limit for the Past Performance volume and all pages shall be numbered and utilize a minimum font size of 12 point. The Offeror shall include a Table of Contents page, listing the title and page number for each recent and relevant contract included in the Past Performance volume. In the body of the volume, each recent and relevant contract will consist of a Contract Description and a Performance section, with the Performance section discussing Quality and On-Time Delivery. Each recent and relevant contract shall begin on a new page to clearly delineate between efforts.

Volume 2 Content:

## a. Contract Descriptions:

i. Contractor/Subcontractor company name, place of performance, Commercial and Government Entity (CAGE) Code, and Data Universal Numbering System (DUNS) Number

ii. Contract Number(s) and if applicable, Delivery Orders

iii. Contract Type (Fixed Price, Cost Reimbursable, etc.)

iv. Total awarded contract value and total current contract value

v. Item Nomenclature, NSN, and Part Number

vi. Description of the contract effort

vii. Description of relevance to this acquisition.

viii. Name of Government contracting activity or Commercial firm and address; Procuring Contracting Officer or Contract Manager name, e-mail address, and telephone numbers.

ix. Government's technical representative/Contracting Officer Representative, if applicable, and current e-mail address and telephone numbers.

x. Government contract administration activity and the Administrative Contracting Officer's name, current e-mail address, and telephone numbers (if different from viii above).

xi. State whether any Cure Notices, Show Cause Letters, or Letters of Concern were received (if so, include a description of any corrective actions implemented by the Offeror).

xii. State whether the contract was terminated in whole or part, and if so identify the type of termination and reasons for the termination. Offerors shall provide the above required information for all recent and relevant contracts it has had terminated for any reason, to include those currently in the process of termination.

xiii. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts.

## b. Performance:

i. Sub-factor 1 - Quality: Offerors shall provide information on their recent and relevant past performance in the area of Quality to address Quality Assurance standards applied to meet technical and quality contractual requirements. Offerors may submit evidence of quality awards and/or quality certifications for consideration. Offerors shall disclose information about previous Requests for Deviation (RFDs); Request for Variances (RFVs); Request for Waivers (RFWs); if RFDs, RFVs, or RFWs were followed by Engineering Change Proposals; Product Quality Deficiency Reports; Corrective Action

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Requests; First Article Test (FAT) or Lot Acceptance Testing (LAT) failures; and/or other product quality deficiencies or production problems. The Offeror shall describe their response to stated quality problem(s) (root cause analysis), resolution of the quality problem(s), corrective actions taken to prevent recurrence, and any resulting process improvements. Where no product quality deficiencies, production problems, testing failures, and/or other product quality problems occurred, the Offeror shall so affirm. The Offeror shall provide results of past product/process improvement initiatives. The Offeror's submission must be clear and concise when describing any deficiencies, corrective actions, and implementation.

ii. Sub-factor 2 - On-Time Delivery: Offerors shall provide information regarding recent and relevant past performance in the area of timeliness of delivery. The Offeror shall provide the original monthly contract delivery schedule, any revised monthly contract delivery schedules, and actual (or projected) monthly deliveries that occurred for each contract. Please note the information requested is not production or shipping schedules, but contractual delivery schedules. Therefore, the date of Government or customer acceptance of product (DD250 or Wide Area Work Flow Receiving Report acceptance date) represents when actual delivery occurred on the contract. If there were any revisions to the delivery schedule (contract schedule modifications), the Offeror shall provide the reasons for the delivery schedule revision(s), whether the Offeror provided consideration for the schedule revision(s), and corrective actions taken to prevent future delays (if contractor had shared or full responsibility). If there were any late deliveries, the Offeror shall provide reasons why the customer did not revise the delivery schedule and if the Offeror incurred any additional penalties on the contract due to late deliveries. For any early deliveries, the Offeror may provide any known benefits to the customer that resulted from the early deliveries. The Offeror shall also provide information regarding the timeliness of their completion of contractual administrative requirements and milestones, such as Contract Data Requirements Lists (CDRL) and Production Progress Reports.

**3. Proposal Volume 3 - Price Factor:**Volume 3 Instructions:

Volume 3 consists solely of a completed IRCM Flares Price Matrix. The Offeror must complete the entire Price Matrix for the Government to consider it for award.

The Offeror shall enter unit prices for all quantity ranges for Ordering Periods 1-5, and First Article Test prices for each Ordering Period on the Price Evaluation Sheet for Contract Line Item Numbers (CLINs) 0001 through 0004. For each CLIN, Offerors are required to provide pricing for three separate scenarios: 100%, 60%, and 40%. All unit prices will be binding.

If an Offeror fails to submit unit prices for all quantities and Ordering Periods for each CLIN and/or FAT, the Government may consider its proposal unacceptable and the Government may reject the proposal. Prices shall be submitted in U.S. dollars and be rounded to two decimal places.

The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer, including certified cost and pricing data.

The Government has highlighted each cell that requires the Offeror's input on the Price Matrix in blue. No other information shall be added to the Price Matrix, nor shall any Offeror make any changes to the Price Matrix.

**4. Proposal Volume 4 -- Small Business Participation Factor:**Volume 4 Instructions:

1) The Offeror shall demonstrate small business participation by detailing its proposed approach to meet the requirements under this factor by addressing the following two areas in its Small Business Participation proposal:

a) Proposed Small Business Participation Plan in performance of the potential contract (applies to both Other Than Small Businesses and Small Businesses)

b) Commitment to Small Business

i) Payment Procedures (applies to both Other Than Small Businesses and Small Businesses)

ii) Compliance with Small Business Subcontracting Plans (applies to Other Than Small Businesses only)

2) Proposed Small Business Participation Plan

a) The Offeror shall complete the Small Business Participation Plan Attachment 0010 to show maximum practicable opportunities to small businesses to compete on this requirement in accordance with FAR 52.219-8, Utilization of Small

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Business Concerns.

## 3) Commitment to Small Business

a) The Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three years from the closing date of this solicitation). If not required in any recent contracts, the Offeror shall so state.

b) Note: for Other than Small Businesses ONLY. Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Other than Small Business Offeror shall provide three Individual Subcontracting Reports (ISRs) for recent contracts (within the past three years from the closing date of this solicitation) that included a subcontracting plan. If not required in any recent contracts, the Offeror shall so state. If the Offeror has less than three recent contracts, the Offeror shall provide the most recent ISR for each contract it has, and state that the Offeror does not have three recent contracts.

## 5. Proposal Volume 5 - Solicitation and Amendments:

The proposal shall contain one signed electronic copy of the complete solicitation, including the Standard Form 33 and all amendments, as applicable. An individual authorized to bind the Offeror must sign the solicitation and each amendment. The Government cautions Offerors to ensure all solicitation and/or amendment fill-ins and blanks that require information are complete and provided with their proposal. There is no applicable page limit.

\*\*\* END OF NARRATIVE 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 L0002 \*\*\*

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## 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:

<https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984

**BASIS FOR AWARD: EVALUATION FACTORS FOR AWARD**

## A. Basis for Award:

1. The Government plans to award two Firm Fixed Price (FFP), ID/IQ contracts as a result of this full and open competition with restriction of the Technical Data Package to those offerors that have access to classified source data up to and including SECRET, that have facility clearance to the level of SECRET, and that have a secure mailing address. Each ID/IQ contract will consist of five, one-year ordering periods that the Government expects to satisfy requirements through FY24. The Government intends to make a 60/40 percent split of the guaranteed minimum dollar value in Delivery Order 0001 between the two contractors. The Government reserves the right to adjust each of the Delivery Order quantities by plus or minus 10%. If the Government makes a 60/40 percent split of the guaranteed minimum dollar value in Delivery Order 0001, the higher percentage of the guaranteed minimum dollar value may be awarded to the best overall value Offeror; and the lower percentage may be awarded to the second best value Offeror. If the Government orders more than the guaranteed minimum dollar value under the ID/IQ contracts for any amount to be awarded following the initial award, each awardee would be given a fair opportunity to compete in accordance with FAR 16.505(b) and DFARS 216.505(2)(b)(2). However, the Government reserves the right to make a 100% award of one or both of the flares to one contractor, if determined to be in the Government's best interest.

2. The Government will utilize Best Value Tradeoff processes in accordance with FAR 15.101-1 to select the Offerors whose proposals are determined to provide the best value to the Government, with appropriate consideration being given to the four evaluation factors: (1) Technical Approach, (2) Past Performance, (3) Price, and (4) Small Business Participation. Therefore, the Government may award to other than the lowest priced Offeror, or other than the highest rated Offeror for the non-price factors. The Government will evaluate proposals submitted in compliance with the solicitation against the solicitation and its stated evaluation criteria to determine the relative strengths, weaknesses, and risks of each proposal. The Government will evaluate each proposal strictly in accordance with its content, with the exception of past performance, for which the Government may also use independent data. The Source Selection Authority (SSA) will compare the proposals to determine the offers that represents the best value to the Government, taking into consideration the stated evaluation factors and their respective weightings as specified in the RFP.

3. The Government intends to award without discussions; however, the Government reserves the right to open discussions if the Government deems them necessary. If the Government determines that discussions are necessary, the Government reserves the right to limit the competitive range for the purpose of efficiency.

4. Pursuant to FAR 9.103, the Government will only award contracts to Offerors 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 Officer's determination of Contractor responsibility.

## B. Factors and Sub-factors to be Evaluated:

1. The Government will use the following evaluation factors and sub-factors to evaluate each proposal:

## Factor 1: TECHNICAL APPROACH

Technical Approach Sub-factor 1 - Manufacturing Plan  
 Technical Approach Sub-factor 2 - Quality Plan  
 Technical Approach Sub-factor 3 - Management Plan

## Factor 2: PAST PERFORMANCE

Past Performance Sub-factor 1 - Quality  
 Past Performance Sub-factor 2 - On-time Delivery

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Factor 3: PRICE

Factor 4: SMALL BUSINESS PARTICIPATION

For evaluation purposes, the Technical Approach Factor is significantly more important than the Past Performance Factor. Past Performance is slightly more important than Price and Price is significantly more important than Small Business Participation. All evaluation factors other than Price, when combined, are significantly more important than Price.

Within the Technical Approach Factor there are three sub-factors. The Manufacturing Plan Sub-factor is slightly more important than the Quality Plan Sub-factor, which is slightly more important than the Management Plan.

Within the Past Performance Factor there are two sub-factors. The Quality sub-factor is slightly more important than the On-time delivery sub-factor.

The Price factor contains no sub-factors and will not be adjectivally rated. The Small Business Participation factor contains no sub-factors.

## C. Evaluation Approach for Each Factor and Sub-factor:

## 1. FACTOR 1: TECHNICAL APPROACH

The overarching evaluation approach for the Technical Approach factor and all sub-factors is as follows:

Adequacy of Response: The Government will evaluate the proposal to determine the extent to which the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The Government will evaluate the proposal to determine the extent to which the Offeror has addressed each requirement in the proposal in accordance with the proposal submission section of the RFP.

Feasibility of Approach: The Government will evaluate the proposal to determine the extent to which the proposed approach is workable, supportable, and the end results are achievable. The Government will evaluate the proposal to determine the extent to which successful performance is contingent upon proven devices and techniques. The Government will evaluate the proposal, the proposed tasks, and technical requirements within the required schedule.

The Government will evaluate each Technical Approach proposal volume at the sub-factor level and assess it for significant strengths, strengths, weaknesses, significant weaknesses, deficiencies and uncertainties. The Government will use these to select the most appropriate Combined Technical/Risk Rating for each sub-factor. Based on the importance of each sub-factor, as stated above, the individual sub-factor ratings will form the basis for determining an overall Technical Approach factor rating. Both the Technical Approach sub-factors and the Technical Approach factor will use the Combined Technical/Risk Ratings listed in Table 1 below.

COMBINED TECHNICAL/RISK RATINGS:

<u>Color</u>	<u>Adjectival Rating</u>	<u>Description</u>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

For the purposes of evaluating proposals, the following terms and definitions are relevant:

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**Significant Strength:** An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

**Strength:** An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**Deficiency:** A material failure of a proposal to meet a Government requirement, or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Uncertainty:** Any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

NOTE: The Government will evaluate subcontracted work (if any) in the same manner as in-house production.

The Technical Approach factor consists of three sub-factors as follows:

a. **Sub-factor 1 - Manufacturing Plan:** The Government will evaluate the Offeror's Manufacturing Plan for adequacy of response and feasibility of approach to produce the M206 and MJU-7 A/B flares to meet or exceed the IRCM Flares requirements of this solicitation. The Government will evaluate the extent to which the Offeror identified the essential manufacturing processes, the essential procedures, including process control, and the essential skills required to produce the M206 and MJU-7 A/B flares in accordance with the applicable technical data packages. The Government will evaluate the Offeror's Process Flow Diagram(s). The Government will evaluate the extent to which the Offeror's Manufacturing Plan is realistic, achievable, and supportable. The Government will evaluate the extent to which the Offeror's Manufacturing Plan differentiated between the M206 and MJU-7 A/B flares where appropriate. The Government will evaluate the following elements of the Offeror's Manufacturing Plan:

i. Extent to which the Offeror identified essential manufacturing and test facilities, equipment and skills.

ii. Extent to which the Offeror provided a detailed description of the proposed manufacturing processes/plans, to include information as to the extent to which the processes/part is manufactured in-house or procured from a sub-contractor/vendor. For each part: extent to which the Offeror defined all work to be accomplished by a sub-contractor and the extent to which the Offeror provided the name of the proposed sub-contractor.

iii. Extent to which the Offeror provided a detailed description of the process control mechanisms/systems and equipment used throughout the proposed manufacturing process.

iv. Extent to which the Offeror provided a detailed description of its Material Obsolescence Program and the extent to which to Offeror identified single point failure materials or single supplier issues, and actions taken to mitigate this risk of material non-availability.

b. **Sub-factor 2 - Quality Plan:** The Government will evaluate the Offeror's Quality Plan for adequacy of response and feasibility of approach for the performance of Quality Assurance in meeting or exceeding the IRCM flares requirements of this solicitation. The Government will evaluate the extend to which the Offeror's Quality Plan differentiated between the M206 and MJU-7 A/B flares where appropriate. The Government will evaluate the following elements of the Offeror's Quality Plan:

i. Extent to which the Offeror provided objective evidence that the Offeror's quality system complies with the requirements of the solicitation listed in section E - Higher- Level Contract Quality Requirements. For example, independent certification by an accredited registrar, certification by Defense Contract Management Agency, approval by Headquarters, Joint Munitions Command, etc., or a copy of the Offeror's general quality manual (will not be counted against the maximum number of pages).

ii. Extent to which the Offeror provided a description of the interrelations of the Offeror's quality program to the organization and its relationship with subcontractors and suppliers. Extent to which the Offeror provided a description of the mechanisms through which the Offeror flows down and verifies contractual quality requirements to its subcontractors.

iii. Extent to which the Offeror provided procedures for identification, control, correction, and resolution of deficiencies found in components, assemblies and end items.

iv. Extent to which the Offeror provided a description of the proposed program for the identification, inspection, prevention and control of critical defects.

v. Extent to which the Offeror provided a description of the Offeror's in-coming supplies and materials inspection plan/procedures to insure supplies and materials utilized in production conform to the drawings and specifications.

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c. Sub-factor 3 - Management Plan: The Government will evaluate the Offeror's Management Plan for adequacy of response and feasibility of approach in meeting or exceeding the IRCM flares requirements of this solicitation. The Government will evaluate the extent to which the Offeror provided a detailed IMS (which does not count towards the page limit) and Integrated Master Plan (IMP). The Government will evaluate the extent to which the Offeror's Management Plan differentiated between M206 and MJU-7A/B flares where appropriate. The Government will evaluate the following elements of the Offeror's Management Plan:

i. Extent to which the Offeror provided details for planning, establishing and implementing all processes the Offeror intends to use to execute the program and control technical, cost and schedule risk. Extent to which the Offeror defined and described the integration of all the diverse tasks and milestones that the Offeror must successfully complete along with the requisite resources.

ii. Extent to which the Offeror's IMS clearly illustrated the interdependencies of all activities, events, supporting tasks, and milestones; and the extent to which the Offeror's IMS is both supportable and achievable. The Government will also evaluate the realism of the Offeror's critical path, and assess the overall associated risk. The Government will also evaluate the extent to which the Offeror has supplied schedule data on its key subcontractors and suppliers.

iii. Extent to which the Offeror provided a description of how it will meet the delivery schedules for the M206 and MJU-7A/B flares. Extent to which the Offeror included in this schedule the key supplier/subcontractors schedules. Extent to which the Offeror's plan was realistic, achievable and supportable, and the extent to which the Offeror included a milestone chart and a description of the Offeror's production capacity.

iv. Extent to which the Offeror provided a description of the process for development, qualification and insertion of new technology, product, or process improvement.

v. Extent to which the Offeror identified all key individuals to include the area of responsibility and the reporting chain. Extent to which the Offeror provided details on any involved IPTs and the skills and experience of key individuals. Extent to which the Offeror provided a description of skilled personnel available for the performance period. Extent to which the Offeror Identified personnel currently in house, including skills and years of relevant experience. Extent to which the Offeror described training plans established to train production personnel.

vi. Extent to which the Offeror provided identification and details relating to any efforts such as Six Sigma, Lean Design, cost reduction, material obsolescence, reliability improvement and continuous quality improvement efforts. Extent to which the Offeror provided details on previous program application, effectiveness and results, and why it would be appropriate for the M206 and MJU-7A/B flares.

**2. FACTOR 2: PAST PERFORMANCE**

The Government will evaluate the Offeror's record of recent and relevant past and current performance, to ascertain the probability of successfully performing the requirements of the TDP and this solicitation. To perform this assessment the Government will:

a. Gather recent and relevant past performance information on the Offeror: The Offeror's response will be the primary method for gathering past performance information; however, the Government may use independent data obtained from other sources, such as, but not limited to, data gathered via the PPIRS, Contractor Performance Assessment Reporting System (CPARS), FAPIIS, Electronic Subcontract Reporting System (eSRS), other systems and databases, personal knowledge, past customers and previous contracting officials. The Government may not necessarily contact any or all of the sources provided by the Offeror. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offeror.

b. Determine the recency and relevancy of the information: The Past Performance information will be reviewed to verify that it is recent, as defined in Section L. NOTE: The Government has the right to consider information regarding the Offeror's performance up to the date of award of this requirement. Once verified it will be evaluated to determine if it is "Very Relevant", "Relevant", "Somewhat Relevant" or "Not Relevant" in accordance with the Past Performance Relevancy Rating descriptions below:

Very Relevant - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant - Present/past performance effort involved some of the 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.

It is incumbent upon the Offeror to explain the relevance of the data provided. Similar scope and magnitude of effort and complexities would include having previously produced like or similar items which utilized the same or similar manufacturing processes, critical



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skills, and unique techniques needed to produce the IRCM flares. The Government reserves the right to determine whether an item is like or similar, and whether the item applies to the current requirements for evaluation purposes. The Government may also consider the degree to which contracts are of a comparable complexity to the proposed effort in determining relevance.

It is incumbent upon the Offeror to explain why they consider a proposed subcontractor to be a major/key subcontractor on a relevant requirement. The Government considers an Offeror a major/key subcontractor when the Offeror performed or is performing 20 percent or more of a relevant requirement based on total dollar value OR performed or is performing major or critical aspects of a relevant requirement.

The burden of providing thorough and complete past performance information remains with the Offeror. The Government advises Offerors that while the Government may use independent data to evaluate an Offeror's past performance the Government does not assume the duty to search for data to cure problems.

c. Assess the quality of the Offeror's past performance: The Government will assess Past Performance information determined to be recent and relevant for quality by determining how well the Offeror performed on those contracts. The assessment will focus on Quality and On-Time Delivery.

d. Assign a Performance Confidence Assessment Adjectival Rating to the Offeror: The quality assessment will be utilized to identify a single Performance Confidence Assessment Adjectival Rating, from the chart below, which identifies the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements based upon recent and relevant past performance information.

Performance Confidence Assessment:Adjectival RatingDescription

Substantial Confidence:

Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence:

Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence:

No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence:

Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

No Confidence:

Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

NOTE: Offerors are advised that while an Offeror will not be evaluated either favorably or unfavorably in the case the Offeror's past performance is unknown and assigned a performance confidence rating of Neutral Confidence, that Neutral Confidence rating may be considered during a trade-off analysis with other Offerors who have a performance rating other than Neutral Confidence. For example, in accordance with Department of Defense (DoD) Source Selection Procedures, the SSA may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff.

## 3. FACTOR 3: PRICE

a. The Government intends to award two FFP ID/IQ contracts, as a result of a full and open competition requirement, utilizing a best value, trade-off approach. However, the USG reserves the right to make a single-award if determined to be in the Governments' best interest.

b. The Government will evaluate offers based on prices proposed for each item; M206 (CLINS 0001 & 0002), and MJU-7A/B (CLINS 0003 & 0004) and any other price related factors required by the solicitation. The Government will evaluate CLINS separately.

i. FAT prices will be priced separately.

ii. For each Ordering Period, the Government will calculate a weighted evaluation price by multiplying the proposed unit prices for each range by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range.

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c. A Total Evaluated Price by item, M206 (CLINS 0001 & 0002), and MJU-7A/B (CLINS 0003 & 0004) will be determined for each of the three scenarios by summing Ordering Periods 1-5 Weighted Evaluation Prices.

d. Price Analysis in accordance with FAR 15.404-1(b) shall be used to determine price reasonableness. The Government may use additional analysis techniques as determined necessary by the procuring 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.

e. As part of the evaluation, the Government may review proposals to identify any significant unbalanced pricing found between quantity ranges. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, the Government may reject a proposal if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

**4. FACTOR 4: SMALL BUSINESS PARTICIPATION**

1) Small Business Participation is evaluated in order to support the Government policy that Small Businesses be provided maximum practicable opportunities in Government acquisitions. The Government will evaluate the degree to which the Offeror's Small Business Participation Plan demonstrates the Offeror's commitment to maximizing opportunities for small businesses. The Government will consider both the degree to which an Offeror meets or exceeds any single socio-economic category, as well as the number of socio-economic categories that an Offeror meets or exceeds. The Government will consider two areas:

a. Proposed Small Business Participation

b. Commitment to Small Business

2) The Government has established the following goals for this procurement, based on total contract value (For purposes of this evaluation use the sum of the items, M206 (CLINS 0001 & 0002), and MJU-7A/B (CLINS 0003 & 0004) at the 100% award level for the Total Contract Value.)

a) Small Business (SB) 12%

b) Small Disadvantaged Business (SDB) 3%

c) Women Owned Small Business (WOSB) 2%

d) HUBZone-Certified Small Business (HUBZone) 1.5%

e) Veteran-Owned Small Business (VOSB) 2%

f) Service-Disabled Veteran-Owned Small Business (SDVOSB) 1%

3) The Offeror's proposed percentage of participation (goals) identified in the Small Business Participation Plan Attachment 0010 will be evaluated against the Government's Goal for each socio-economic category. The Government will compare the Offeror's proposed percentage of participation for each category to the Government's goal. The proposed plan will also be evaluated on the extent of participation for multiple socio-economic categories. In addition, the proposed plan will be evaluated with regard to the percentage of total dollars going to Small Businesses.

Note: Small business primes may achieve small business participation goals through their own performance/participation as a prime and also through subcontracting to other small businesses.

4) The Government will evaluate the Offeror's written statement of its established procedures for timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns for those recent contracts for which it was required (contracts awarded within the past three years from the closing date of this solicitation). If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph.

5) For Other than Small Businesses, the Government will evaluate the Offeror's compliance with reporting requirements on Individual Subcontracting Reports (ISRs) and achievement on each goal stated within the subcontracting plan as reported on each ISR, in accordance with FAR 52.219-9, Small Business subcontracting Plan for those recent contracts under which it was required (contracts awarded within the past three years from the closing date of this solicitation). If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph.

6) Small Business Participation Rating:

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The USG will develop one overall Small Business Participation rating for each Offeror based on the evaluation criteria described above and assign an adjectival Small Business Participation Rating from the table below.

(Blue) Outstanding - Proposal indicates an exceptional approach and understanding of the small business objectives.

(Purple) Good - Proposal indicates a thorough approach and understanding of the small business objectives.

(Green) Acceptable - Proposal indicates an adequate approach and understanding of small business objectives.

(Yellow) Marginal - Proposal has not demonstrated an adequate approach and understanding of the small business objectives.

(Red) Unacceptable - Proposal does not meet small business objectives.

\*\*\* END OF NARRATIVE M0001 \*\*\*