NOTE: In sealed bid solicitations 'offer' and 'offeree' 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 __:__pm (hour) local time __, __ (Date). Caution - Late Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call: A. Name: BRITTANY M. HOWE B. Telephone (No Collect Calls): Area Code 309 Number 782-6814 Ext. 0 11. Table Of Contents

(X) Sec. Description Page(s) (X) Sec. Description Page(s)
Part I - The Schedule
X A Solicitation/Contract Form 1 X I Contract Clauses 36
X B Supplies or Services and Prices/Costs 4
X C Description/Spec./Work Statement 7 X J List of Attachments 51
X D Packaging and Marking 12 X K Representations, Certifications, and Other Statements of Offerors 52
X E Inspection and Acceptance 13 X L Instrs., Cons., and Notices to Offerors 55
X F Deliveries or Performance 31 X M Evaluation Factors for Award 63
X G Contract Administration Data 32
X H Special Contract Requirements 34

OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) 10 Calendar Days (%) 20 Calendar Days (%) 30 Calendar Days (%) Calendar Days (%)

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

15A. Name and Address of Offeror Code Facility

15C. Check if Remittance Address is different from above - Enter such address in schedule

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

17. Signature

18. Offer Date

AWARD (To be completed by Government)

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

22. Authority For Using Other Than Full And Open Competition:
10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )

23. Submit Invoices To Address Shown In
(4 copies unless otherwise specified) Item 25

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

25. Payment Will Be Made By

26. Name of Contracting Officer (Type or Print) (Signature of Contracting Officer)

27. United States Of America

28. Award Date

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

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unsuitable
1. This solicitation, W52P1J-16-R-0123, is restricted to Small Businesses for the procurement of the BSU-33 C/B Fin Assembly and MK84 Mod 0 Conical Fin Assemblies. Thus, this procurement is a total Small Business Set-Aside (SBSA) so the "52.219-14 Limitations on Subcontracting" clause is applicable to this procurement. This solicitation includes the following Contract Line Item Number (CLIN):

CLIN 0001:
BSU-33 C/B Fin Assembly; NSN:1325-01-614-4020, P/N:923AS900

CLIN 0002:
MK84 Mod 0 Conical Fin Assembly; NSN:1325-00-009-5573, P/N:1380529

2. The U.S. Government intends to award one five-year, Firm Fixed Price (FFP) with Economic Price Adjustment (EPA), Indefinite-Delivery Indefinite-Quantity (IDIQ) contract per CLIN to the offeror(s) whose proposal represents the best value to the U.S. Government, non-price and price factors considered.

a. Each IDIQ contract will consist of five, one-year ordering periods (OP). Offerors can compete for one CLIN or both CLINs contained in the solicitation.

b. If an offeror intends to submit a proposal for more than one CLIN, the offeror shall submit a separate proposal for each CLIN in accordance with IAW Section L.3, Format for Proposals. Each proposal received will be evaluated separately.

c. The anticipated contracts allow for EPA for steel only. Please refer to Section I clause, Economic Price Adjustment - Actual Cost (Steel Only) on page 47 of this solicitation for instructions and requested information pertaining to EPA.

d. The closing date for submission of proposals is as follows:

CLIN 0001 BSU-33 C/B Fin Assembly - 30 May 2017
CLIN 0002 MK84 Mod 0 Conical Fin Assembly - 30 June 2017

3. Offerors shall submit unit prices for each quantity range and applicable First Article Tests (FATs) for all five ordering periods for each CLIN for which they are proposing for award. All quantities and delivery schedules are listed in Section B of this solicitation, however, all prices shall be entered on the Price Evaluation Spreadsheet, Attachment 0001 (BSU-33 C/B Fin Assembly) and 0002 (MK84 Mod 0 Conical Fin Assembly). First Article Test (FAT) costs are required to be included for each ordering period. However, if continuous production can be achieved, FAT may be waived. Offerors should not assume FAT will be waived and must provide FAT cost as required to be considered for award.

4. The Minimum Guaranteed Quantity (MGQ) will be awarded concurrently with the award of each IDIQ contract as Delivery Order 0001. The MGQ for each CLIN is follows:

CLIN 0001: 10,000 each BSU-33 C/B Fin Assembly
CLIN 0002: 500 each MK84 Mod 0 Conical Fin Assembly

5. The MK3 Pallets will be provided as Government Furnished Material (GFM) for the BSU-33 C/B Fin Assembly only from various locations. Please refer to Attachment 0004, GFM Listing, for further information. At a minimum, GFM will be provided 90 days prior to delivery of the end item. Storage of the GFM once received is required for the life of the contract.

6. Navy Gages will provided as Government Furnished Property (GFP) for both the BSU-33 C/B Fin Assembly and the MK84 Conical Fin Assembly. The gages will provided at the contractors request, please reference clause 52.246-4018 "Measurement System Evaluation (MSE)".

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

OP1 - Date of Award - 365 DAA
OP2 - 366 DAA – 730 DAA
OP3 - 731 DAA – 1095 DAA
8. Best value tradeoff procedures in accordance with FAR 15.101-1 will be utilized to select the offeror(s) that provides the overall best value to the U.S. Government. This best value source selection process will include an evaluation of the following three (3) factors: (1) Technical Ability, (2) Past Performance, and (3) Price. Section L provides specific instructions to offerors regarding preparation and submittal of proposals. Evaluation of the proposals shall be in accordance with the criteria stated in Section M.

9. All deliveries will be FOB Destination to McAlester Army Ammunition Plant in McAlester, Oklahoma.

10. Offerors should note the provisions at FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition". The Government intends to award the contracts resulting from this RFP without discussions with offerors (except clarifications described in FAR 15.306(a)). Therefore, offerors should ensure its initial proposals contain the best terms and that proposals are complete, including all fill-ins and blanks. The U.S. Government does reserve the right to conduct discussions if determined necessary, by the Contracting Officer, and in the best interest of the U.S. Government.

11. This requirement shall be performed in accordance with the Technical Data Package (TDP) and other requirements contained in the solicitation. TDPs are available for CLINs 0001 and 0002.

12. The Offeror's proposal shall be valid for 180 days after closing date of this RFP instead of the 60 days as stated on page one of this solicitation, block 12.

13. All proposals must be submitted in U.S. Dollars.

14. Certified Cost or Pricing Data is not required to be submitted with an Offeror's proposal. However, if an Offeror's proposed price cannot be determined fair and reasonable, the U.S. Government reserves the right to request Certified Cost or Pricing Data.

15. Flowdown of requirements: All clauses and Contract Data Requirements List (CDRL) requirements of solicitation W52P1J-16-R-0123 and resultant contracts must be flowed down to and met by all major/key subcontractors.

16. Prior to award, this RFP shall not be discussed with any U.S. Government employee without consent from the Contracting Officer, Ms. Carrie Lansing or the Contract Specialist Ms. Brittany Howe. Your comments and/or questions should be directed in writing to Carrie Lansing and Brittany Howe. Please reference RFP number, W52P1J-16-R-0123, in the subject line of all correspondence pertaining to this RFP. POC: Brittany Howe, brittany.m.howe.civ@mail.mil, 309-782-6814, or Carrie Lansing, carrie.b.lansing.civ@mail.mil, 309-782-7636.

17. Only the U.S. Army Contracting Command, Rock Island (ACC-RI) is authorized to execute delivery orders under any contracts resulting from this solicitation.

*** END OF NARRATIVE A0001 ***
0001  BSU-33 C/R FIN ASSEMBLY

NSN: 1325-01-614-4020
P/N: 923AS900

Ordering Period 1: Date of Award (DOA) - 365 Days After Award (DAA)
Ordering Period 2: 366 DAA - 730 DAA
Ordering Period 3: 731 DAA - 1095 DAA
Ordering Period 4: 1096 DAA - 1460 DAA
Ordering Period 5: 1461 DAA - 1825 DAA

CLIN 0001 Minimum Guaranteed Quantity: 10,000

First Article Test (FAT) Report is due NLT 270 days after award. The U.S. Government response time to approve FAT is 45 days (NLT 315 days after date of award). Production deliveries are due 65 days after approval of First Article at a rate of up to 5000 per month. For production quantities without FAT deliveries are due 180 days after award at a rate of up to 5000 per month.

Deliveries shall be completed within 12 months.

Offerors must complete the Price Evaluation Spreadsheet (See Attachment 0001).

INSPECTION AND ACCEPTANCE:
Inspection: Origin
Acceptance: Origin

DELIVERIES
FOB POINT: Destination

Delivery location: McAlester Army Ammunition Plant, McAlester, OK.

Only Army Contracting Command - Rock Island is authorized to issue delivery orders under this contract.

(End of narrative F001)

0002  MK84 MOD 0 CONICAL FIN ASSEMBLY

NSN: 1325-00-009-5573
P/N: 1380529

Ordering Period 1: Date of Award (DOA) - 365 Days After Award (DAA)
Ordering Period 2: 366 DAA - 730 DAA
Ordering Period 3: 731 DAA - 1095 DAA
Ordering Period 4: 1096 DAA - 1460 DAA
Ordering Period 5: 1461 DAA - 1825 DAA

CLIN 0002 Minimum Guaranteed Quantity: 500

First Article Test (FAT) Report is due NLT 270 days after award. The U.S. Government response time to approve FAT is 45 days (NLT 315 days after date of award). Production deliveries are due 65 days after approval of First Article at a rate of up to 2000 per month. For production quantities without FAT deliveries are due 180 days after award at a rate of up to 2000 per month.

Deliveries shall be completed within 12 months.

Offerors must complete the Price Evaluation Spreadsheet (See Attachment 0002).

**INSPECTION AND ACCEPTANCE:**

**INSPECTION:** Origin
**Acceptance:** Origin

**DELIVERIES**

FOB POINT: Destination

Delivery location: McAlester Army Ammunition Plant, McAlester, OK.

Only Army Contracting Command - Rock Island is authorized to issue delivery orders under this contract.

(End of narrative F001)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Ordering Period 2: 366 DAA - 730 DAA</td>
<td>1</td>
<td>LO</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>002</td>
<td>Ordering Period 3: 731 DAA - 1095 DAA</td>
<td>1</td>
<td>LO</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>003</td>
<td>Ordering Period 4: 1096 DAA - 1460 DAA</td>
<td>1</td>
<td>LO</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>004</td>
<td>Ordering Period 5: 1461 DAA - 1825 DAA</td>
<td>1</td>
<td>LO</td>
<td>**</td>
<td>**</td>
</tr>
</tbody>
</table>

The contractor shall prepare and deliver data submissions in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A (BSU-33 C/B Fin Assembly) and Exhibit B (MR84 Conical Fin Assembly).
The following CDRL submissions require Government approval prior to FAT:

A001 Quality Program Plan (QPP) - No later than 150 DAA

A002 Statistical Process Control Plan (General) - No later than 150 DAA

A003 Inspection & Test Plan (ITP) - No later than 150 DAA

A004 Measurement System Evaluation (MSE) - No later than 150 DAA

A012 Phosphate Coating Pre-Production Procedure - No later than 150 DAA

*NOT SEPERATELY PRICED

(End of narrative F001)
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Government Furnished Material (GFM) Consumption Report:

In accordance with CDRL A013 (BSU-33 C/B Fin Assembly), the contractor shall submit a GFM consumption report within three working days following the reporting month. GFM Consumption Reports shall include the following information:

a) Description/NSN
b) Total of GFM on contract vs. total delivered as of the current month
c) Receipts: cumulative vs. current month
d) Consumed: cumulative vs. current month
e) Rejected/damaged material: Lot numbers and serial numbers of GFM

* No GFM is provided for the MK84 Mod 0 Conical Fin Assembly, therefore there is no GFM Consumption Report required for the MK84 Mod 0 Conical Fin Assembly.

Post Award Meeting and Program Management Reviews (PMRs):

The contractor shall host a Post Award Meeting 60 days after contract award (ACA) to review contract terms and conditions.

Program Management Reviews (PMRs) shall be conducted within 180 days ACA and every 180 days thereafter until contract close out to review progress of the contractor and subcontractors.

Presentations shall be in contractor format with agenda provided for U.S. Government for review and approval. Meeting site, time and date shall be mutually agreed upon between the U.S. Government and contractor. The contractor shall prepare minutes in contractor format and distribute it electronically.

Integrated Product Team (IPT):

Biweekly IPT meetings will be held throughout the duration of this contract. The Contracting Officer reserves the right to change the frequency of the IPT meetings or cancel them all together at any time.

*** END OF NARRATIVE C0001 ***
titled "Technical Data Package Information and Distribution and Destruction of Restricted Technical Data" in Section C of this
document.

(End of statement of work)

(CS6100)

(a) Army Contracting Command – Rock Island (ACC-RI) will no longer make Technical Data Packages (TDPs) available for order via CD-ROMS.
TDPs will be obtained electronically via the link(s) below which will direct you to the Federal Business Opportunities (FBO) website.
You must have an FBO account prior to accessing any TDP(s). To register for an account in FBO, please visit http://www.fbo.gov/index and
click on Register Now under Vendors/Citizens. The toll free FBO helpdesk phone number is (866) 606-8220 and for international (334) 206-
7628. Vendors are responsible for placing correct information in FBO.

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

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

(d) FOR RESTRICTED TDPs:

TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the FBO
website, with valid contractor login credentials. TDPs and any other related documents are posted with various options, such as
Restricted and Export Control. These additional controls are described below:

(1) Access to RESTRICTED TDPs

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

(2) Access to EXPORT CONTROL TDPs

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

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

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

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

CLIN: 0001 - 0002
TDF Link (URL): https://www.fbo.gov/notices/2ba098036fc236e6e3dede78777e9d36

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

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

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

(End of clause)

(CS6102)

C-3 52.246-4535 AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING SEP/2014

(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" are 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)213-2143; 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 user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.
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.

(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 mailto: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, Manufacturer's 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 Manufacturer's identification symbol, you can obtain one by sending an email to mailto:usarmy.ria.jmc.mbx.warp@mail.mil. The email must contain manufacturer's 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 clause)
the 2-D Bar Code labeling that is affixed to the supplier’s 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 statement of work)

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

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

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

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

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

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

(End of clause)
SECTION D - PACKAGING AND MARKING

Regulatory Cite                                Title                                Date

D-1    52.211-4508                                  PACKAGING REQUIREMENTS          JUL/1997
       (ACC-RI)

CLIN 0001 BSU-33 C/B Fin Assembly:

(a) Packaging shall be in accordance with 6214035 revision E, dated 2 May 2013.

(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 ACV00561 Revision F, dated 2 December 2008. 2-D Barcodes are required in accordance with 12999545, Revision H, dated 2 April 2015

EXCEPTION: DI-PACK 81059 NOT required.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly:

(a) Packaging shall be in accordance with SPI F00-009-5573 revision J, dated 12 April 2010.

(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 F00-009-5573, Revision J, dated 12 April 2010. 2-D Barcode IAW 12999545 Rev H, Dated 2 April 2015

EXCEPTION: DI-PACK 81059 NOT required.

(End of clause)

(DS6303)

D-2    52.247-4517                                  PALLETIZATION INSTRUCTION       MAR/1992
       (ACC-RI)

CLIN 0001 BSU-33 C/B Fin Assembly:

Palletization shall be in accordance with 6214035, revision E, dated 2 May 2013.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly:

Palletization shall be in accordance with SPI F00-009-5573, revision J, dated 12 April 2010.

(End of clause)

(DS6204)
CLIN 0001 BSU-33 C/B Fin Assembly

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001-2008; Only Design/Development Exclusions permitted and as modified by QAP 923AS900.

(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.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001-2008; Only Design/Development Exclusions permitted and as modified by QAP 1380529.

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

(End of clause)

E-5
52.209-4511
FIRST ARTICLE TEST (GOVERNMENT TESTING)
(ACC-RI)
FEB/2010

CLIN 0001 BSU-33 C/B Fin Assembly

(a) The Government first article test shall consist of:

IAW ADL 1107AS100 Rev P for ADU-426/E Pallet Adapter with the quantities specified in PQAR-1107AS100 paragraph 2 for First Article; which shall be examined and tested in accordance with contract requirements, the item specification(s), the Quality Assurance Provisions (QAP) and drawings listed in the Technical Data Package.

(b) The first article shall be delivered to:

Director, Naval PHST Center
Naval Surface Warfare Center
Indian Head Division Detachment Picatinny
Attn: G11KT
BLDG 458 Wittemore Ave.
Picatinny Arsenal, NJ 07806-5000

The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

(c) The first article shall be representative of items to be manufactured using the same processes and procedures 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.
Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NA.

The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. 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. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

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 the place of performance, manufacturing process, material used, drawing, specification or source 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 an 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.

Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

N/A

(End of clause)

ES6033

E-6 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) NOV/2011 (ACC-RI)

CLIN 0001 BSU-33 C/B Fin Assembly

(a) The first article shall consist of:

Those quantities as specified in QAP 923AS900 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 contractor's 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 supplier's and Vendor's 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 Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two electronic 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 office AMSJM-QAP.

(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.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

(a) The first article shall consist of:

Those quantities as specified in QAP 1380529 (current revision) 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 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 contractor's 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 supplier's and Vendor's 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) key to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two electronic 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 office AMSJM-QAP.

(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 clause)
(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 clause establishes requirements for design, supply, performance, and maintenance of AIE used for product inspection and acceptance. In addition, this clause 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 evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see DI-QCIC-81960).

(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 DI-QCIC-81960 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 (DI-QCIC-81960). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL (DI-QCIC-81960) and as required below:

(1) [X] 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.

(1) Reliability of N/A% at a N/A% Confidence Level for Critical/Special Characteristics
(2) Reliability of N/A% at a N/A% 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 the Critical Characteristic Control Clause. 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 CDRL (DI-QCIC-81960). 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 clause. 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): 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-IA (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 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 CDRL A004 (DI-QCIC-81960).

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL A004(DI-QCIC-81960). The Government will provide approval or disapproval within the timeframe specified in the CDRL
A004. Disapproval of the AIE package will require re-submittal and subsequent Government review in accordance with the CDRL A004 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 CDRL A004(DI-QCIC-81960).

(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.

(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 A004 (DI-QCIC-81960).

(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.

<table>
<thead>
<tr>
<th>Drawing</th>
<th>Rev</th>
<th>Characteristic</th>
<th>NSIG No.</th>
<th>Qty</th>
<th>Dimensions</th>
<th>Weight</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>923AS900</td>
<td>C</td>
<td>Dia. 7.800+.002/-000 X 1.400</td>
<td>1320AS110</td>
<td>1</td>
<td>10 X 10 X 8</td>
<td>131b</td>
<td>$1800</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Min. Depth (note 13)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

(a) Definitions. This paragraph defines specific terms utilized throughout the rest of the clause and in the accompanying Contract Data Requirements List (CDRL) A004 and Data Item Description (DID) (DI-QCIC-81960). 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 clause establishes requirements for design, supply, performance, and maintenance of AIE used for product inspection and acceptance. In addition, this clause 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 evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see DI-QCIC-81960).

(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 DI-QCIC-81960 in the applicable Contract Data Requirements List (CDRL A004 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 A004(DI-QCIC-81960). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL A004 (DI-QCIC-81960) and as required below:
(1) [X] 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.

(1) Reliability of N/A% at a N/A% Confidence Level for Critical/Special Characteristics

(2) Reliability of N/A% at a N/A% 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). 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 the Critical Characteristic Control Clause. 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 CDR (DI-QCIC-81960). 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 clause. 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 shall be responsible to ensure all AIE is, at a minimum, stable, repeatable, and reproducible for all characteristics. Refer to ASTM E7782 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): 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 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 CDRL A004(DI-QCIC-81960).

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL A004(DI-QCIC-81960). 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 A004 requirements. The AIE package and any required prove-outs must be approved prior to First Article Test (FAT) (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 CDRL (DI-QCIC-81960).

(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.

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 A004 (DI-QCIC-81960).

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.

<table>
<thead>
<tr>
<th>Drawing</th>
<th>Rev</th>
<th>Characteristic</th>
<th>NSIG No.</th>
<th>Qty</th>
<th>Dimensions</th>
<th>Weight</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1380529</td>
<td>AM</td>
<td>Adapter Ring (1380532)</td>
<td>1320AS199</td>
<td>1</td>
<td>20 X 20 X 15</td>
<td>40lb</td>
<td>$4000</td>
</tr>
</tbody>
</table>
after coating is applied (Note 4).

CLIN 0001 BSU-33 C/R Pin Assembly

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) and Ammunition Lot Numbers are contained in MIL-STD-1168, DI-MISC-80043 and the Worldwide Ammunition-data Repository Program (WARP) online user's manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, 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" are considered to be replaced with the word "shall."

(a) The contractor shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168, and the user's manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. (Refer to the clause in Section C of this contract entitled "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:

<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS24665-134</td>
<td>Pin, Cotter</td>
</tr>
<tr>
<td>NAS1149P0463P</td>
<td>Washer, Flat</td>
</tr>
<tr>
<td>NAS1149P0432P</td>
<td>Washer, Flat</td>
</tr>
<tr>
<td>923AS292 Rev K</td>
<td>Nut, Assembly, Self-Locking</td>
</tr>
<tr>
<td>4902080 Rev U</td>
<td>Ring, Clamping</td>
</tr>
<tr>
<td>1252616 Rev AD</td>
<td>Pin, Cross, Stud</td>
</tr>
<tr>
<td>923AS675-3 Rev H</td>
<td>Stud, Flush Head</td>
</tr>
<tr>
<td>4902440 Rev V</td>
<td>Bushing, Snap, Nylon</td>
</tr>
<tr>
<td>4902233 Rev L</td>
<td>Bolt, Socket Head</td>
</tr>
</tbody>
</table>

(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 | Nomenclature | N/A |

Drawing Number from paragraph (c) above N/A, components as follows:

| Component | Drawing Number | Nomenclature | N/A |

Drawing Number from paragraph (c) above N/A, components as follows:

| Component | Drawing Number | 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.

*Shall the contractor utilize MIL-STD-1168 for any direct commercial sales contracts a separate manufacturing symbol shall be used.

(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 user's 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.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) and Ammunition Lot Numbers are contained in MIL-STD-1168, DI-MISC-80043 and the Worldwide Ammunition-data Repository Program (WARP) online user's manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, 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" are considered to be replaced with the word "shall."

(a) The contractor shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168, and the user's manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. (Refer to the clause in Section C of this contract entitled "Ammunition Data Cards and Reports 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:

<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS20392-3C11</td>
<td>Pin, Straight, Headed</td>
</tr>
<tr>
<td>MS82466-134</td>
<td>Pin, Cotter</td>
</tr>
<tr>
<td>NAS1149P0432P</td>
<td>Washer, Flat</td>
</tr>
<tr>
<td>NAS1149P0463P</td>
<td>Washer, Flat</td>
</tr>
<tr>
<td>1265378 Rev AD</td>
<td>Nut, Speed, J-Type</td>
</tr>
<tr>
<td>1252616 Rev AD</td>
<td>Pin, Cross, Stud</td>
</tr>
<tr>
<td>923AS675-3 Rev H</td>
<td>Stud, Flush Head</td>
</tr>
<tr>
<td>4902440 Rev V</td>
<td>Bushing, Snap, Nylon</td>
</tr>
<tr>
<td>1239580 Rev M</td>
<td>Screw, Set, Headless</td>
</tr>
</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>Component</th>
<th>Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Drawing Number from paragraph (c) above N/A, components as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Drawing Number from paragraph (c) above N/A, components as follows:

<table>
<thead>
<tr>
<th>Component Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(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.

* Shall the contractor utilize MIL-STD-1168 for any direct commercial sales contracts a separate manufacturing symbol shall be used.

(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 user's 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 clause)
(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 Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not 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 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).

4. 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.
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 0.003 (Cpk=1.33).

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.

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.

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 CDRL A002 (DI-MGMT-81987) and Part I of this clause, 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 management's SPC responsibilities and involvement and shall include management's 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 Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document: List documents that are the basis for the contractor's 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 (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 contractor's 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 (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

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

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk 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., x bar/R, 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 material, 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 vendor's 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 contractor's 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: 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 requirements of the SPC contract clause and this SOW 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 clause)

ES7034

E-11 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL FEB/2010

(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 QAR’s disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Variance/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 clause)

ES7012

E-12 52.246-4532 DESTRUCTIVE TESTING MAY/1994

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

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

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

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance 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 Officer's instructions. Those items and components
to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)
SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

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

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

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

(End of clause)

(FS7240)
(a) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

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

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

   Progress Payment and Receiving Report

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

   Source

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

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>TBD</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>TBD</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>TBD</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>TBD</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>TBD</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>TBD</td>
</tr>
</tbody>
</table>
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

mailto: Brittany.m.howe.civ@mail.mil

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

TBD

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

(End of clause)
### SECTION H - SPECIAL CONTRACT REQUIREMENTS

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1 52.232-4506</td>
<td>PROGRESS PAYMENT LIMITATION</td>
<td>FEB/2010</td>
</tr>
</tbody>
</table>

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 clause)

| H-2 52.203-4501 | OPERATIONS SECURITY (OPSEC) REQUIREMENTS | JAN/2011 |

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423/ DI-MGMT-80934C within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

5. The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.

6. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.

7. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

8. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

(End of Clause)

| H-3 52.242-4591 | CONTRACTOR PERFORMANCE INFORMATION | DEC/2005 |

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

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


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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1</td>
<td>DEFINITIONS</td>
<td>NOV/2013</td>
</tr>
<tr>
<td>I-2</td>
<td>GRATUITIES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-3</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-4</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP/2006</td>
</tr>
<tr>
<td>I-5</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-6</td>
<td>CANCELLATION, RESCSSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-7</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-8</td>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-9</td>
<td>SECURITY REQUIREMENTS</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>I-10</td>
<td>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-11</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-12</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-13</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>OCT/2015</td>
</tr>
<tr>
<td>I-14</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>I-15</td>
<td>MARKET RESEARCH</td>
<td>APR/2011</td>
</tr>
<tr>
<td>I-16</td>
<td>MATERIAL REQUIREMENTS</td>
<td>AUG/2000</td>
</tr>
<tr>
<td>I-17</td>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>APR/2008</td>
</tr>
<tr>
<td>I-18</td>
<td>AUDIT AND RECORDS--NEGOTIATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-19</td>
<td>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-20</td>
<td>INTEGRITY OF UNIT PRICES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-21</td>
<td>PENSION ADJUSTMENTS AND ASSET REVERSIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-22</td>
<td>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)</td>
<td>JUL/2005</td>
</tr>
<tr>
<td></td>
<td>OTHER THAN PENSIONS</td>
<td>OCT/2009</td>
</tr>
<tr>
<td>I-23</td>
<td>LIMITATIONS ON PASS-THROUGH CHARGES</td>
<td>OCT/2009</td>
</tr>
<tr>
<td>I-24</td>
<td>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE</td>
<td>NOV/2011</td>
</tr>
<tr>
<td>I-25</td>
<td>UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>NOV/2016</td>
</tr>
<tr>
<td>I-26</td>
<td>LIMITATIONS ON SUBCONTRACTING</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-27</td>
<td>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</td>
<td>FEB/1997</td>
</tr>
<tr>
<td>I-28</td>
<td>CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-29</td>
<td>CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-30</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-31</td>
<td>EQUAL OPPORTUNITY</td>
<td>SEP/2016</td>
</tr>
<tr>
<td>I-32</td>
<td>NOTIFICATION OF VISA DENIAL</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-33</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>FEB/2016</td>
</tr>
<tr>
<td>I-34</td>
<td>COMBATING TRAFFICKING IN PERSONS</td>
<td>MAR/2015</td>
</tr>
<tr>
<td>I-35</td>
<td>DRUG-FREE WORKPLACE</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>I-36</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</td>
<td>AUG/2011</td>
</tr>
<tr>
<td>I-37</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN/2008</td>
</tr>
<tr>
<td>I-38</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-40</td>
<td>FEDERAL, STATE, AND LOCAL TAXES</td>
<td>FEB/2013</td>
</tr>
<tr>
<td>I-41</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN/2010</td>
</tr>
<tr>
<td>I-42</td>
<td>PAYMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-43</td>
<td>DISCOUNTS FOR PROMPT PAYMENT</td>
<td>FEB/2002</td>
</tr>
<tr>
<td>I-44</td>
<td>EXTRAS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-45</td>
<td>INTEREST</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-46</td>
<td>AVAILABILITY OF FUNDS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-47</td>
<td>ASSIGNMENT OF CLAIMS</td>
<td>MAY/2014</td>
</tr>
</tbody>
</table>
(a) The Contractor shall test those items and quantities as required by QAP 923AS900 Rev C, ADL 923AS900 Rev C of Lot/Item BSU-33 C/B Fin Assembly 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 270 calendar days from the date of this contract to office ASMJM marked First Article Test Report: Contract No. ___, Lot/Item No. ___. Within 45 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.

CLIN 0002 MK84 Mod 0 Conical Fin Assembly

(a) The Contractor shall test those items and quantities as required by QAP 1380529 Rev H, ADL 1380529 Rev N of Lot/Item MK84 Mod 0 Conical Fin Assembly 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 270 calendar days from the date of this contract to office ASMJM marked First Article Test Report: Contract No. ___, Lot/Item No. ___. Within 45 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.
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.

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.

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.

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

progress payments, or

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

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.

The Contractor shall deliver those items and quantities are required by IAW ADL 1107AS100 Rev P for ADU-426/E Pallet Adapter with the quantities specified in PQAR-1107AS100 paragraph 2 for First Article within 270 calendar days from the date of this contract to the Government at Naval PHST Center for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

Within 45 calendar days after the Government receives the first article, 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.

If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, 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 furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. 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.

If the Contractor fails to deliver any first article 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.

Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

If the Government does not act within the time specified in paragraph (b) or (c) of this clause, 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) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) 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

(1) progress payments, or

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

(i) 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.

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

CLIN 0002 MK84 Conical Fin Assembly

N/A

(End of Clause)

I-102 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than BSU-33 C/B Fin Assembly: 5,000 EA, MK84 Conical Fin Assembly: 500 EA, 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 BSU-33 C/B Fin Assembly: 38,000 EA, MK84 Conical Fin Assembly: 2,000 EA

(2) Any order for a combination of items in excess of 38,000 EA BSU-33 C/B Fin Assembly, 2,000 EA MK84 Conical Fin Assembly; or

(3) A series of orders from the same ordering office within 365 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 15 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-103 52.216-22 INDEFINITE QUANTITY OCT/1995

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1825 days after award.

(End of Clause)

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.

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

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

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

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

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

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

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

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

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

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's 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)
(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 1,825 days after award.

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

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

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

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

(End of Clause)
THE ORIGINAL CONTRACT line item UNIT PRICE PROPOSED FOR THE BASIC QUANTITY, OR in the case of contract performance of any option, shall not exceed 10% of the OPTION line item UNIT PRICES. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of the three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

NOTWITHSTANDING ANY OTHER REQUIREMENT OF THIS CLAUSE, THE CONTRACTOR SHALL PROVIDE TO THE CONTRACTING OFFICER, ON A SEMI-ANNUAL BASIS from the date of award, IN A FORM TO BE NEGOTIATED, INFORMATION PERTAINING TO ACTUAL OR ANTICIPATED INCREASES OR DECREASES TO THE PRICE FOR Steel FOR THE 4 Ordering periods specified below.

PROPOSED POUNDS OF ______________ UTILIZED PER (INSERT ITEM): __________LBS.

UNIT PRICE (PER LB.) FOR __________ FOR ORDERING PERIOD 2 QUANTITY: $__________.
UNIT PRICE (PER LB.) FOR __________ FOR ORDERING PERIOD 3 QUANTITY: $__________.
UNIT PRICE (PER LB.) FOR __________ FOR ORDERING PERIOD 4 QUANTITY: $__________.
UNIT PRICE (PER LB.) FOR __________ FOR ORDERING PERIOD 5 QUANTITY: $__________.

OFFERORS SHALL PROVIDE THE ABOVE DETAILED DATA REQUIRED BY THE EPA CLAUSE WITH THEIR ORIGINAL PROPOSAL SUBMISSION. SUPPORTING DOCUMENTATION IS ALSO REQUIRED IN THE FORM OF A VENDOR QUOTE, PURCHASE ORDER, INVOICES, ETC. (INCLUDING ANY ESCALATION APPLIED BY THE CONTRACTOR) TO SUBSTANTIATE THE PRICES FOR Steel SUBMITTED ABOVE. THIS ADDITIONAL DATA WILL NOT BE CONSIDERED SEPARATELY IN THE DETERMINATION OF PRICE REASONABLENESS. THIS INFORMATION IS USED ONLY IN THE CALCULATION OF AN APPLICABLE EPA REQUEST FOR Steel FOR THE BASIC CONTRACT QUANTITY AND OPTION QUANTITIES AWARDED.

(ISS180)


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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)
(a) Definitions. As used in this clause—

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)
(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 clause 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 clause)
### SECTION J - LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>List of Addenda</th>
<th>Title</th>
<th>Date</th>
<th>Number of Pages</th>
<th>Transmitted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>BSU-33 C/B FIN ASSEMBLY CONTRACT DATA REQUIREMENTS (CDRL)</td>
<td>10-JAN-2017</td>
<td>014</td>
<td></td>
</tr>
<tr>
<td>Exhibit B</td>
<td>MK84 MOD 0 CONICAL FIN CONTRACT DATA REQUIREMENTS (CDRL)</td>
<td>10-JAN-2017</td>
<td>014</td>
<td></td>
</tr>
<tr>
<td>Attachment 0001</td>
<td>BSU-33 C/B FIN ASSEMBLY PRICE EVALUATION SPREADSHEET</td>
<td></td>
<td>001</td>
<td></td>
</tr>
<tr>
<td>Attachment 0002</td>
<td>MK84 MOD 01 CONICAL FIN PRICE EVALUATION SPREADSHEET</td>
<td></td>
<td>001</td>
<td></td>
</tr>
<tr>
<td>Attachment 0003</td>
<td>PAST PERFORMANCE QUESTIONNAIRE</td>
<td></td>
<td>006</td>
<td></td>
</tr>
<tr>
<td>Attachment 0004</td>
<td>GOVERNMENT FURNISHED MATERIAL (GFM) LISTING - BSU-33 C/B</td>
<td>02-MAR-2016</td>
<td>001</td>
<td></td>
</tr>
<tr>
<td>Attachment 0005</td>
<td>SAMPLE OPSEC ACQUISITION PLAN</td>
<td></td>
<td>016</td>
<td></td>
</tr>
<tr>
<td>Attachment 0006</td>
<td>CDRL DISTRIBUTION LIST</td>
<td></td>
<td>001</td>
<td></td>
</tr>
<tr>
<td>Attachment 0007</td>
<td>DD1692 - ENGINEERING CHANGE PROPOSAL (ECP)</td>
<td></td>
<td>001</td>
<td></td>
</tr>
<tr>
<td>Attachment 0008</td>
<td>DD1694 - REQUEST FOR VARIANCE (RFV)</td>
<td></td>
<td>003</td>
<td></td>
</tr>
<tr>
<td>Attachment 0009</td>
<td>DD1695 - NOTICE OF REVISION (NOR)</td>
<td></td>
<td>004</td>
<td></td>
</tr>
<tr>
<td>Attachment 0010</td>
<td>QUALITY ASSURANCE PROVISION (QAP) 923AS900 FOR THE BSU-33 C/B</td>
<td>04-FEB-2016</td>
<td>012</td>
<td></td>
</tr>
<tr>
<td>Attachment 0011</td>
<td>QUALITY ASSURANCE PROVISION (QAP) 1380529 FOR THE MK84 MOD FIN ASSEMBLY</td>
<td>04-FEB-2016</td>
<td>012</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-1</td>
<td>252.203-7005 \ REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>NOV/2011</td>
</tr>
<tr>
<td>K-2</td>
<td>252.204-7008 \ COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>K-3</td>
<td>252.227-7017 \ IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>K-4</td>
<td>252.227-7028 \ TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT</td>
<td>JUN/1995</td>
</tr>
<tr>
<td>K-5</td>
<td>52.204-8 \ ANNUAL REPRESENTATIONS AND CERTIFICATIONS</td>
<td>JAN/2017</td>
</tr>
</tbody>
</table>

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

(2) The small business size standard is 1500.

(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.

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

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

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

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

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

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

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

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

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

   (A) Are not set aside for small business concerns;

   (B) Exceed the simplified acquisition threshold; and

   (C) Are for contracts that will be performed in the United States or its outlying areas.

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

(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 Performance—Sealed 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) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

NOTE to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 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.

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

___ (i) 52.204-17, Ownership or Control of Offeror.
___ (ii) 52.204-20, Predecessor of Offeror.
___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).
___ (vii) 52.227-6, Royalty Information.
___ (A) Basic.
___ (B) Alternate I.
___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

<table>
<thead>
<tr>
<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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)
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL SUBMISSION
This solicitation is requesting that offerors submit proposals on either the BSU-33 C/B Fin Assemblies OR the MK84 Conical Fin Assemblies. Any offerors that choose to submit proposals on both items must submit a complete, separate proposal for each item. Therefore, as the result of this solicitation, the Government intends to award two contracts: one Firm Fixed Price (FFP) with Economic Price Adjustment (EPA) Indefinite Delivery, Indefinite Quantity (IDIQ) contract for the BSU-33 C/B Fin Assemblies, and another FFP with EPA IDIQ contract for the MK84 Conical Fin Assemblies. Each IDIQ contract will consist of five, one-year ordering periods.

L.1.1 General Instructions: This section contains general proposal submission instructions. Specific proposal instructions are addressed at L.4.

a. Each offeror shall provide the information as required by this solicitation (including all attachments and exhibits) in the proper format as described at Paragraph L.3. Proposals that do not contain all of the information requested in the solicitation risk being determined unacceptable by the Government. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in the proposal.

b. The proposal must not merely repeat the solicitation requirements, but rather must provide documentary evidence explaining how contract requirements will be met.

c. The Government intends to award without discussions (see FAR 52.215-1), but reserves the right to contact offerors for clarification, or conduct discussions if the Contracting Officer later determines them to be necessary in accordance with FAR 15.306(a)(3). In the event the Government determines discussions are necessary, the Contracting Officer shall establish a competitive range comprised of the most highly rated proposals. Only those Offerors within the competitive range will be included in discussions and considered for an award.

d. Limit submissions of Technical Ability Subfactor 1 Manufacturing Capability, Subfactor 2 Quality and Subfactor 3 Testing and Inspection to a total of 150 pages combined, additional pages will not be reviewed.

L.1.2 All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Officer and/or Contract Specialist. No direct discussion between the technical representative and a prospective offeror will be conducted. Questions shall be sent to the following points of contact:

E-mail: mailto:brittany.m.howe.civ@mail.mil
E-mail: mailto:carrie.b.lansing.civ@mail.mil

L.1.3 Proposals shall be submitted electronically to mailto:carrie.b.lansing.civ@mail.mil mailto:and mailto:brittany.m.howe.civ@mail.mil. Due to file size restrictions, proposals may be submitted through AMRDEC SAFE, https://safe.amrdec.army.mil/safe/Welcome.aspx. Cloud Services and third party drop boxes are not acceptable for proposal submission.

L.2 PROPOSAL INSTRUCTIONS
L.2.1 Offerors shall comply with all requirements of the proposal instructions. Failure to do so may cause the proposal to be deemed unacceptable. The proposal shall be submitted in the English language and include all of the following:

a. One completed signed electronic copy of the complete solicitation, Standard Form 33 (SF33) and continuation sheets (Section A through M) and acknowledgement of all amendments. The solicitation and amendment must be signed by an individual authorized to bind the offeror. Offeror must submit a completed Price Evaluation Spreadsheet as stated in Section L 4.3 and include completed Certification and Representations provided in Section K.

b. Offerors are directed to thoroughly read the solicitation and fill in information on all appropriate clauses as stated in the solicitation.

c. For any solicitation and clause fill-ins that are not applicable, the offeror must acknowledge by indicating N/A. The proposal shall include computation for use of Government-Owned property, if applicable as stated in Section L.4.3

d. The proposal volumes, as reflected in L.3.1, shall be compiled using the Portable Document Format (.pdf). Proposal volumes shall be submitted via email / electronic file transfer to the Contracting Officer and Contract Specialist.

e. As a requirement under this solicitation, all Offerors must submit Representations/Certifications data into the System for Award Management (SAM) Database at https://www.sam.gov/ and provide one electronic copy submitted as an .XPS file. The purpose of electronic Representations and Certifications is to provide all Offerors with a portal in which to submit Representations/Certifications in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract solicitation. Any Offeror that has previously submitted Representations/Certified data into SAM are reminded to update the data prior to submitting its proposal and shall ensure its records are not expired.

f. Please note that any offerors that choose to submit proposals on both items must submit a complete, separate proposal for each item.

L.3 FORMAT FOR PROPOSALS
L.3.1 Each proposal for the BSU-33 C/B Fin Assemblies OR the MK 84 Conical Fin Assemblies shall be submitted in separate volumes as set
forth below:

Subfactor 1: Manufacturing Capability
Subfactor 2: Quality
Subfactor 3: Testing and Inspection

Limit submissions of Technical Ability Subfactor 1 Manufacturing Capability, Subfactor 2 Quality and Subfactor 3 Testing and Inspection to a total of 150 pages combined, additional pages will not be reviewed.

b. Volume II Past Performance Factor
Cover: Solicitation Number, Offeror Name, CAGE, and DUNS - one page
Section 1: Contract References, up to three contract references, using Performance Questionnaire (PFQ) Form Sections IIA and IIB completed only.
Section 2: Relevant Delivery and Quality Performance Narratives Limited to two pages maximum for each reference.
Section 3: Adverse Contract Performance

c. Volume III Price Proposal
The Price Factor shall be contained in a separate file from the non-price factors. The Price Evaluation Spreadsheet shall be submitted electronically in Microsoft Excel format and Adobe PDF files. Unit prices shall be limited to two decimal places.

d. Volume IV This volume shall contain one completed signed electronic copy of the complete solicitation, SF33 and continuation sheets (Section A through M) and acknowledgement of all amendments, and the Property Management Plan (See Section L.4.5).

L.3.2 Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, solicitation number and item description (BSU-33 C/B Fin or MK84 Conical Fin) in the header and/or footer.

L.3.3 Proposal Format Limitations:

a. Each volume shall be as brief as possible. Pages should not exceed 8-1/2 inches in width by 11 inches in length; flow diagrams and tables may exceed 8-1/2 inches in width by 11 inches in length. The font used shall be not be less than 12 point. (Font smaller than 12 point is ONLY acceptable in graphics, sketches, tables, charts, price matrix, etc. but must be at least 8 point).

b. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offerors shall provide a proposal that, at a minimum, addresses those evaluation Factors and Subfactors required in Section L and Section M of the RFP. Each proposal shall address the requirements of Section C.

c. Proposals shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation.

L.4 SPECIFIC PROPOSAL INSTRUCTIONS
Offerors are responsible for including sufficient details to permit a complete and accurate evaluation. Volume I, Technical Ability Proposal, shall have a separate index, which contains narrative titles, which are cross-referenced to the applicable RFP Requirement. All information and data provided shall be specific to the BSU-33 C/B Fin Assemblies OR the MK84 Conical Fin Assemblies, components and assemblies, except for the area of Past Performance. The Quality manual subfactor (as described below) does not count towards the page limit. In the response to the RFP the Offeror must address the following Factors and Subfactors:

L.4.1 Volume I Technical Ability Factor
The Technical Ability Factor has the following three (3) Subfactors:
Subfactor 1: Manufacturing Capability
Subfactor 2: Quality
Subfactor 3: Testing and Inspection

L.4.1.1 Subfactor 1: Manufacturing Capability
The offeror shall provide a detailed description of its manufacturing capabilities to produce either the BSU-33 C/B Fin Assemblies OR the MK84 Conical Fin Assemblies in accordance with the Technical Data Package (TDP) and solicitation requirements. The offeror shall also provide a detailed description of any anticipated subcontractors manufacturing capabilities. All subcontracted work shall be discussed in the same level of detail as the in-house production. The offerors manufacturing capability subfactor proposal shall include:

a. Manufacturing Capability: The offeror shall provide a detailed description and operational flow chart of its proposed manufacturing processes, which shall demonstrate the offerors understanding and capability to meet TDP and solicitation requirements. The proposed manufacturing capability shall address the following areas:
   i. Material requirements (including metal and polymeric components).
   ii. Metal working, machining and forming processes to meet the TDP and solicitation requirements.
   iii. Welding processes of all required components and assemblies as well as any required weld specimen testing to meet the TDP and solicitation requirements.
iv. Component heat treating and hardness requirements to meet the TDP and solicitation requirements.

v. Surface treatment application and testing to meet the TDP and solicitation requirements.

b. Production Rate Capabilities: The offeror shall provide a detailed description of their production rate capabilities of the manufacturing processes. Describe proposed risk mitigation strategies for these processes to ensure the process maintains greater capacity than the demand placed upon those processes.

c. Program Schedule: The offeror shall provide a detailed program schedule for contract execution, including required data item submissions (CDRLs), approvals, First Article Test (FAT), pre-production, production, and associated required activities. The schedule shall identify significant events, milestones, and the interdependencies of program tasks and milestones that demonstrate the offerors ability to meet the solicitations required delivery schedule.

L.4.1.2 Subfactor 2: Quality
The offeror shall provide a detailed description of its proposed approach for the performance of quality assurance for either the BSU-33 C/B Fin Assemblies OR the MK 84 Conical Fin Assemblies to meet the TDP, Quality Assurance Provisions (QAP), and solicitation requirements. The offerors quality subfactor proposal shall include:

a. The offeror shall provide objective evidence that the offerors Quality Management System (QMS) complies with ISO 9001:2008, only design/development exclusions are permitted. If the use of an alternate program/system is proposed, the proposal must describe the degree to which the alternate system is equivalent to ISO 9001:2008 requirements. The offeror shall also detail resources necessary for implementing the offerors QMS.

b. The offeror shall describe procedures for identification, control, correction, and resolution of deficiencies identified in components, assemblies, and the end item for both in-house, and subcontractor facilities. The description shall address the offerors approach for conducting failure analysis including methodologies for root cause analysis and corrective action.

c. The offeror shall provide a detailed description of proposed process control systems to mitigate/prevent non-conformances and control variation in processes affecting characteristics for the BSU-33 C/B Fin Assemblies OR the MK 84 Conical Fin Assemblies. The offeror shall describe the use of methods to identify and assess process risks.

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

L.4.1.3 Subfactor 3: Testing and Inspection
The offeror shall provide a detailed description of its proposed approach for the performance of testing and inspection for either the BSU-33 C/B Fin Assemblies OR the MK84 Conical Fin Assemblies in accordance with the TDP, QAP, and solicitation requirements. The offerors testing and inspection subfactor proposal shall include:

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

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

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

L.4.2 Volume II - Past Performance
L.4.2.1 Volume II shall be submitted in accordance with the following format:

Cover Page Solicitation Number, Offeror Name, CAGE, and DUNS - one page
Section 1 Contract References, three total references maximum, using Performance Questionnaire (PFQ) Form Sections IIA and IIB completed only.
Section 2 Relevant Delivery and Quality Performance Narratives Limited to two pages maximum for each reference.
Section 3 Adverse Contract Performance

L.4.2.2 Contract References:
The Offeror shall submit no more than three contract references with its initial proposal representing recent and relevant performance under U.S. Army, U.S. Marine Corp, U.S. Navy, U.S. Air Force and FMS or other Military contracts. It is recommended that Offerors limit references to those involving its performance as a prime contractor only.

L.4.3.2.1 Recent contracts are defined as prime contracts and delivery orders where deliverables were provided, or are still being provided, anytime within three years of issuance of this solicitation. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

L.4.3.2.2 Relevant means performance that demonstrates the Offeror has successfully performed on contracts involving the same or similar processes and quality assurance needed to provide either the BSU-33 C/B Fin Assemblies (NSN 1325-01-614-4020 P/N 923AS900) OR the MK84 Conical Fin Assemblies, (NSN 1325-00-009-5573 P/N 1380529), and in accordance with the TDP and RFP requirements.

L.4.2.3 Past Performance Questionnaire (PPQ):

The contract information to be provided with each contract reference is on the PPQ, Attachment 0003. The Offeror must complete PPQ Sections IIA and IIB for each contract reference and send copies of the PPQ to the respondent(s) Point of Contact (POC) as identified in IIA in a timely manner. The Offeror shall include these documents in Volume 3, Section 2 of the proposal. The PPQ respondent(s) will send the completed questionnaire directly to the U.S. Government POC as shown in Section IV of the PPQ.

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

The Government is not required to interview any POCs identified by Offerors. The U.S. Government reserves the right to use data provided in the Offerors proposal and data obtained from other sources.

L.4.2.4 Relevant Delivery and Quality Performance Narratives:

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

L.4.2.5 Adverse Contract Performance:

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

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

The Offeror shall also identify every recent and relevant contract that was terminated for default or cause, in whole or in part, within the past three years of issuance of this solicitation. For any contract falling under these descriptions, provide the following information:

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

L.4.2.5.1 The number of contracts and page counts provided in response to L.4.2.5 is unlimited. If there are no contracts meeting the descriptions of L.4.2.5 the Offeror must state as such. Failure to include this information or a statement may be a cause for rejection.
of an Offeror's proposal as incomplete.

L.4.3 Volume III  Price Factor
The offeror shall provide one Microsoft Excel electronic copy of the completed Price matrix, Attachment 0001 (BSU-33 C/B Fin Assemblies) and/or 0002 (MK84 Conical Fin Assemblies) of the solicitation. The proposed unit prices will be used by the Government to calculate the Total Evaluated Price for evaluation purposes, and for award of the minimum guaranteed quantity in Delivery Order 0001 and future delivery orders.

L.4.3.1 Instructions for completion of the Price Matrix are as follows:

a) The offeror shall fill in all information highlighted in blue on the Price Matrix.

b) The offeror shall enter its full name and cage code in the space provided.

c) Offerors are required to propose binding firm fixed unit prices for FAT, all ordering period quantity ranges, and FAT in each ordering period in the spaces provided for contractor fill-in, in accordance with Section B of the solicitation, the Price Matrix, and the Section I clause 252.216-7006 Ordering. Offerors must propose unit prices for all quantity ranges within each ordering period, and FAT for all ordering periods, if applicable. Failure to do so may result in rejection of the offer.

d) Proposed unit prices are limited to two decimals.

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

L.4.3.2 All proposed prices shall be stated in current U.S. dollars.

L.4.3.3 The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer, including certified cost or pricing data.

L.5 Volume V  Property Management Plan (PMP)
In accordance with FAR 52.245-1(b) Property management, Offerors shall have a system to manage (control, use, preserve, protect, repair and maintain) Government Furnished Equipment (GFE) and Government Furnished Property (GFP) in its possession accountable to the contract. The system shall be adequate to satisfy the requirements of this clause. In doing so, the successful Offeror shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property accountable to the contract, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management, except where inconsistent with law or regulation. Offerors shall provide a written plan detailing its system to manage GFE and GFP/GFM in its possession. Offerors' property management plan must address all elements under FAR 52.245-1(f) Contractor plans and systems. This plan shall be submitted with the Offerors' proposal. The Contracting Officer will review Offerors' property management plan as part of a responsibility determination in accordance with FAR 9.104-1. Note: After award, the successful Offeror will be required to update its property management plan specific to the place of performance sites.

a. File Name: Offeror's_Name_Vol_1_PMP
b. File Format: Adobe PDF or MS Word
c. Page limit: None

COMPLIANCE REQUIREMENT: Failure to provide a property management plan in accordance with L.4.5(a) through L.4.5(c) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.6 NOTICES TO OFFERORS:
L.6.1 Use of Acquisition Source Selection Interactive Support Tool (ASSIST) Tool
All exchanges (clarifications, communications and discussions) with offerors are accomplished through the release of Evaluation Notices (ENs). The Army will issue written ENs as part of all exchanges. ENs will be issued via the Acquisition Source Selection Interactive Support Tool (ASSIST) Tool. However, the U.S. Government reserves the right to obtain clarifications; have communications; and/or hold discussions with offerors outside of the ASSIST Tool if it is determined to be in the best interest of the Government.

The ASSIST Tool will be used during the Source Selection evaluation process. If discussions are conducted with offeror(s) in the competitive range, the Government intends to use ASSIST to conduct discussions. ASSIST will allow offeror(s) to receive and respond to ENs securely on-line. ENs may be in the form of weaknesses, significant weaknesses, uncertainties, or deficiencies.

L.6.1.1 Definitions are as follows:

a. Deficiency: A deficiency is a material failure of the 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. See FAR 15.001.

b. Weakness: A weakness is a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.
c. Significant Weakness: A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

d. Communications: Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. See FAR 15.306(b).

e. Clarifications: Clarifications are limited exchanges between the Government and offerors that may occur when award without discussions is contemplated. See FAR 15.306(a)(1).

f. Uncertainty: Any aspect of a non-cost/price factor proposal for which the intent of the offeror 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).

L.6.1.2 ASSIST2Industry
A separate tool, the ASSIST2Industry, will be used in conjunction with ASSIST to accomplish all exchanges 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 ENs in a secure online environment.

In order to initiate the use of ASSIST2Industry, the Government requires the names, company titles, telephone numbers, and email addresses of two (2) individuals that the Offeror has designated as responsible for receiving and responding to Government ENs through ASSIST2Industry. The designation of two (2) individuals is for the purpose of insuring availability of one individual if the other individual is not available. The required information regarding these two (2) individuals must be submitted in the cover letter of the offerors proposal.

After the solicitations closing date, the Government will establish an account in ASSIST2Industry for each individual identified by the Offeror that has submitted a proposal in response to this solicitation. The two individuals named by the Offeror will be authorized access to that account. Two (2) separate system generated emails will be sent to each individual. One of the emails will contain the individuals ASSIST2Industry usernames. The other email will contain the individuals temporary passwords. Using the provided username and temporary password, each individual can then go to: https://ASSIST2Industry.army.mil to access the account. NOTE: The first time a user logs in, the user will be required to change the temporary password before the user can proceed to use the site.

THE OFFERORS ARE CAUTIONED THAT THE SYSTEM GENERATED EMAILS REFERRED TO ABOVE ARE INTENDED FOR ADMINISTRATIVE PURPOSES ONLY. RECEIPT OF THESE EMAILS DOES NOT CONSTITUTE THE COMMENCEMENT OF ANY TYPE OF EXCHANGE WITH THE OFFEROR IN ACCORDANCE WITH FAR 15.306(A), (B), OR (D) (I.E., CLARIFICATIONS, COMMUNICATIONS, OR DISCUSSIONS). ALSO, RECEIPT OF THESE EMAILS DOES NOT SIGNIFY THAT A COMPETITIVE RANGE DETERMINATION IN ACCORDANCE WITH FAR 15.306(C) HAS BEEN MADE OR THAT THE OFFERORS PROPOSAL WILL BE INCLUDED IN THE COMPETITIVE RANGE WHEN THAT DETERMINATION IS MADE. ALL NOTIFICATIONS THAT ANY TYPE OF EXCHANGE WITH THE OFFEROR HAS COMMENCED AND THE OFFEROR HAS ENs AVAILABLE TO RESPOND TO, OR ANY NOTIFICATION THAT THE OFFERORS PROPOSAL HAS BEEN INCLUDED IN OR EXCLUDED FROM THE COMPETITIVE RANGE, WILL BE SENT TO THE OFFEROR BY THE CONTRACTING OFFICER INDEPENDENTLY OF THE ASSIST2INDUSTRY.

Whenever the Government issues ENs to the Offeror through ASSIST2Industry, the Contracting Officer will notify the Offeror through a medium independent of ASSIST2Industry (e.g., e-mail) that the Offeror has ENs in ASSIST2Industry waiting for a response. There will be no ENs in ASSIST2Industry until such notice is issued by the Contracting Officer. Offerors can contact the ASSIST2Industry helpdesk at (609) 562-7050 or (609) 562-7031 for any technical assistance that may be needed.

L.6.1.3 The intent of this section is to advise offeror(s) that they may be receiving EN questions on-line if they remain in the competitive range and the Government decides to conduct discussions. Proposal Revisions. All proposal revisions shall be submitted as instructed at the time revisions may be required. Offerors are reminded that proposal revision submissions are subject to FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. Electronic submissions shall conform to the guidance provided therein. Evaluation Notice (EN) Response. Responses to ENs and any resulting proposal revisions must be provided in accordance with the following instructions:

a. A complete response must be provided within the EN response, including an explanation of any revisions to offerors proposal. Please do not simply provide a reference in responses to offerors proposal.

b. If a response to an EN requires a revision to offerors proposal, identify a reference in your response(s) to the location (e.g., Volume #, Section #, paragraph #, etc.) of the revision in the offerors proposal. NOTE: In order to be considered as part of offerors proposal evaluation, the changes should be made in the offerors proposal submission and offeror must conform to the page format/limitation requirements.

c. Attach the complete resubmission file containing the proposal revisions for each volume as Attached Files with offerors reply in the last EN for the respective volume (i.e., one attached file per volume, same file structure as initially submitted). Do not submit change pages or multiple copies of offerors revised proposal. Offerors are requested to limit changes to items identified in the EN. For clarity purposes, offerors are required to clearly identify the corresponding changes in offerors proposal (e.g., use track changes to show date, vertical line in margin, bold, and/or underline). Also, add a footer to indicate revision, as of DD/MM/YY (i.e., date of submission of the revision) for each file affected.

d. Each revision on each revised page shall be identified by date and by revision number. Offerors shall also place their names
L.6.2 Other Notices to Offerors: Proposals shall be specific, complete and address each of the designated factors listed above in Paragraph L.3, for either the BSU-33 C/B Fin Assemblies, OR the MK84 Conical Fin Assemblies. Each IDIQ contract will consist of five, one-year ordering periods.

Failure to provide the required information/documentation in response to these instructions may result in your proposal being rejected.

a. Offerors are responsible for confirming with the Contracting Officer and/or Contract Specialist that the proposal submitted has, in fact, been received by the Contracting Officer and/or Contract Specialist. This must be done by the date/time set forth in the solicitation for receipt of proposals.

b. The U.S. Government anticipates award of two IDIQ contracts as a result of this solicitation.

c. Offerors are cautioned that failure to provide the necessary information may render their offer unacceptable.

d. The offerors whose proposal provides the overall best value to the Government, considering both non-price and price factors, will be awarded an IDIQ contract.

e. In the event that only 1 offer is received per item, offer will comply with DFARS 252.215-7008.

f. At the time of contract award, the successful offeror will be awarded Delivery Order 0001 with the Minimum Guaranteed Quantity (MGQ) for that item. The MGQ will be awarded using the applicable unit prices as identified on the Price Evaluation Spreadsheet, Attachment 0001 and 0002.

*** END OF NARRATIVE L0001 ***
Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

(End of Provision)

L-9 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):


L-10 52.233-4503 AMC-LEVEL PROTEST PROGRAM JAN/2016

(ACC-RI)

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: 46SE040.001
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:


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

(End of provision)
M.1 Basis for Award: The Government will evaluate proposals submitted in accordance with this section and will make a determination considering the following factors with subfactors: (1) Technical Ability with subfactors Manufacturing Capability, Quality, and Testing and Inspection; (2) Past Performance; and (3) Price. Best value trade-off procedures in accordance with FAR 15.101-1 will be utilized to select the successful Offerors. Award will be made to the Offerors that provide the overall best value to the U.S. Government considering the following factors with subfactors: (1) Technical Ability with subfactors Manufacturing Capability, Quality, and Testing and Inspection, individually. The Technical Ability subfactors Quality and Testing and Inspection are equal in importance. Individually and together the Technical Ability and Past Performance factors are significantly more important than Price. Past performance is significantly more important than price. All evaluation factors other than Price, when combined, are significantly more important than price. Although Price is not the most important factor, it could become more important if others under the non-price factors equalize. The closer the ratings in the non-price factors, the more significant Price becomes.

Price is significantly more important than past performance. Although Price is not the most important factor, it could become more important if others under the non-price factors equalize. The closer the ratings in the non-price factors, the more significant Price becomes.

The Government reserves the right to make a determination to award to the Offeror who submits the lowest overall evaluated price, using a Best Value trade-off analysis method of procurement. An offeror who receives an Unacceptable rating in Technical Ability factor or No Confidence rating in Past Performance factor will not be considered for award.
The Technical Ability factor is comprised of three subfactors:

- Subfactor 1: Manufacturing Capability
- Subfactor 2: Quality
- Subfactor 3: Testing and Inspection

The three subfactors will be evaluated separately within the Technical Ability Factor. The Manufacturing Capability (Subfactor 1) is slightly more important than Quality (Subfactor 2) and Testing and Inspection (Subfactor 3). The Quality (Subfactor 2) and Testing and Inspection (Subfactor 3) are equal in importance. An overall Technical Ability factor rating will be assigned based on the individual subfactor ratings and their relative importance, in accordance with the Combined Technical/Risk Ratings chart at the end of this section. The Technical Ability factor rating will be determined through consideration of the individual subfactor ratings; including subfactor strengths, weaknesses, deficiencies, uncertainties and risks; and their order of relative importance.

The Government will evaluate the technical proposal to determine if the offeror demonstrates a clear understanding and ability to comply with the technical requirements of this solicitation to manufacture, inspect, and deliver BSU-33 C/B Fin Assemblies or MK84 Conical Fin Assemblies. The Government will also evaluate the Offeror's ability to meet the required schedule, based on production rates, and facilities.

The following combined Technical/Risk Rating definitions will be utilized in the evaluation of the Technical Factor and Subfactors:

- **Outstanding (Blue)**: Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
- **Good (Purple)**: 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.
- **Marginal (Yellow)**: Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
- **Unacceptable (Red)**: 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.

The following definitions apply to the evaluation of the Offeror's Technical Ability factor (and subfactors) as follows:

a. **Deficiency** is 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.

b. **Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

c. **Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance.

d. **Strength** is 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.

e. **Significant Strength** is 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.

**M.2.1 Technical Ability Factor Evaluation:**

**M.2.1.1 Subfactor 1: Manufacturing Capability:**

The offeror will be evaluated on the detailed description of its manufacturing capabilities to produce the BSU-33 C/B Fin Assemblies or the MK84 Conical Fin Assemblies in accordance with the TDP and solicitation requirements. The proposal must be realistic, achievable, and producible. The offeror's manufacturing capability subfactor proposal will be evaluated on the following essential elements:

a. Manufacturing Capability: Demonstrated understanding and capability to meet TDP requirements based upon the offeror's detailed description and operational flow chart of its proposed manufacturing processes. The offeror's manufacturing capability will be evaluated in the following areas:
### M.2.1.2 Subfactor 2: Quality:
The offeror will be evaluated on the detailed description of its proposed approach for the performance of quality assurance for the BSU-33 C/B Fin Assemblies or the MK 84 Conical Fin Assemblies in accordance with the TDP, QAP, and solicitation requirements. The offerors quality subfactor proposal will be evaluated on the following essential elements:

**a.** Adequacy of the offerors objective evidence demonstrating its QMS complies with ISO 9001:2008, only design/development exclusions permitted, or an acceptable alternate program/system. Adequacy and feasibility of the offerors description of resources necessary for implementing its QMS.

**b.** Adequacy and feasibility of the offeror's described procedures for identification, control, correction, and resolution of deficiencies identified in components, assemblies, and the end item for both in-house, and subcontractor facilities. Adequacy and feasibility of the offeror's described approach for conducting failure analysis including methodologies for root cause analysis and corrective action.

**c.** Adequacy and feasibility of offerors proposed process control systems to mitigate/prevent non-conformances and control variation in processes affecting characteristics for the BSU-33 C/B Fin Assemblies or the MK 84 Conical Fin Assemblies. Demonstrated understanding of the offerors described use of methods to identify and assess process risks.

**d.** Adequacy and feasibility of the proposed supplier management program that demonstrates the ability to evaluate, certify/qualify, manage, audit, and flow-down requirements to control suppliers quality, product and processes to meet the TDP, QAP, and solicitation requirements.

### M.2.1.3 Subfactor 3: Testing and Inspection:
The offeror will be evaluated on the detailed description of its proposed approach for the realistic and achievable performance of testing and inspection for the BSU-33 C/B Fin Assemblies or the MK 84 Conical Fin Assemblies in accordance with TDP, QAP, and solicitation requirements. The offerors testing and inspection subfactor proposal will be evaluated on the following essential elements:

**a.** Capability of the proposed inspection and testing processes and necessary inspection equipment, methods, procedures, and personnel to demonstrate compliance with all requirements identified in the TDP, QAP, and this solicitation. Understanding and capability of the dimensional inspection, destructive testing, non-destructive inspection, and surface treatment testing to meet the sampling requirements as part of FAT and LAT.

**b.** Adequacy and feasibility of the offerors description of proposed risk mitigation strategies for the proposed testing and inspection processes to ensure each process maintains greater capacity than the demand placed upon that process during testing and inspection.

**c.** Adequacy and feasibility of the proposed calibration system addressing measurement standards, traceability, certifications, and test equipment to demonstrate compliance with ISO 10012 or ANSI/NCSL Z540.3.
confidence it has that the Offeror will successfully complete the requirements in accordance with the contract terms based on the Offeror's demonstrated record of recent and relevant performance to include Manufacturing, Quality assurance, and Testing and Inspection processes needed to provide the BSU-33 C/B Fin Assemblies OR the MK 84 Conical Fin Assemblies in accordance with the TDP and RFP requirements.

The Government may consider the currency, degree of relevance, source and context of the past performance information it evaluates as well as general trends in delivery and quality performance.

A significant achievement, problem, problem resolution, or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in a lower past performance confidence assessment rating.

If absent any recent and relevant past performance history, the Offeror will be assigned a Neutral Confidence Past Performance rating and its proposal will not be evaluated either favorably or unfavorably on past performance.

In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information with regard to other contracts performed by the Offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror.

M.3.1 Recent contracts: See L.4.3.2.1
M.3.2 Relevant contracts: See L.4.3.2.2

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

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

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

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

Only information determined to be relevant and meeting the standard for recent as defined in Section M, paragraph M.4 will be further considered in the past performance evaluation.

M.3.3 Confidence Ratings:

The Past Performance confidence assessment rating will be based on the offeror's overall record of recency, relevancy, and quality of performance and will be rated as follows:

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 successfully perform the required effort.

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

It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L. The Government is not obligated to make another request for the required information.
**M.4 Price Factor Evaluation**

The Government will evaluate the proposals for the BSU-33 C/B Fin Assemblies OR the MK84 Conical Fin Assemblies based on the prices proposed for all quantity ranges and ordering periods, the First Article Test (FAT) if applicable, and any other price related factors required by the solicitation. If an offeror fails to propose for all quantity ranges and ordering periods, the Government may reject that offer as unacceptable.

a. First Article Test (FAT) costs will be priced separately and will be added as applicable. The evaluation of FAT cost is dependent upon whether or not an offeror will receive approval of a waiver during the evaluation process.

b. For each proposal, 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.

c. A Total Evaluated Price will be determined by summing the weighted evaluation prices and First Article Test costs for all ordering periods plus any other price related evaluation factors required by the solicitation.

Price Analysis shall be used to determine price reasonableness. Additional analysis techniques may be used 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.

As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between quantity ranges. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

**M.5 Property Management Plan**

Failure to provide a Property Management Plan in accordance with L.5. shall render the Offerors proposal non-compliant. The proposal will not be evaluated and will not be further considered.

*** END OF NARRATIVE M0001 ***