

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 148	Pages
2. Contract Number		3. Solicitation Number W52P1J-19-R-0142		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2022SEP30		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ARMY CONTRACTING COMMAND - RI CCRI-AB ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62			Code W52P1J	8. Address Offer To (If Other Than Item 7)				

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm (hour) local time 2022DEC09 (Date).

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

10. For Information		A. Name JACOB HARRISON		B. Telephone (No Collect Calls)			C. E-mail Address JACOB.T.HARRISON15.CIV@ARMY.MIL	
Call:				Area Code (309)	Number 782-7519	Ext.		

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OFFER (Must be fully completed by offeror)

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

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

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

15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number		15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule		17. Signature	
Area Code	Number				
				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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)	
			28. Award Date	

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

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JACOB HARRISON
 Buyer Office Symbol/Telephone Number: CCRI-AB/(309)782-7519
 Type of Contract 1: Fixed Price with EPA - Established Prices
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. EXECUTIVE SUMMARY

(a) Solicitation W52P1J-19-R-0142 is for the production of explosives and the operation and modernization of the Holston Army Ammunition Plant (HSAAP). This solicitation will result in an award of a supply contract effective 01 January 2024, with the successful awardee assuming full operational control of the facility on 01 January 2025.

(b) General information regarding this solicitation can be found on the System for Award Management (SAM) website at www.sam.gov by searching solicitation number W52P1J-19-R-0142. The Government has also established a Virtual Library (VL) on the SAM site for Offerors to use in support of proposal development. Instructions for obtaining access to the VL are available on SAM. The data furnished by the Government to Offerors under this solicitation may only be used in support of proposal development. No other use of this data is authorized.

(c) This acquisition is restricted to only those firms within the U.S. or its outlying areas.

(d) A SECRET Facility Security Clearance is required of the operating contractor of HSAAP due to the criteria identified in Attachment 0019, DD254 - Contract Security Classification Specification. A SECRET Facility Security Clearance is required prior to contract award. Reference Narrative C0008, Facility Security Clearance Requirement, for additional details.

(e) Specifications and drawings in the Technical Data Packages (TDPs) are Distribution D and Export Controlled.

(f) Contractors must have an active registration in SAM to do business with the Federal Government. Contractors are required to be registered in SAM at the time of proposal submission. The website for registering in SAM is www.sam.gov .

(g) Utilizing a best value subjective tradeoff evaluation, and subject to availability of funds, this solicitation will result in the award of a hybrid supply contract to one Offeror consisting of Firm-Fixed-Price (FFP) Requirement Contract Line Item Numbers (CLINs) for production items and Indefinite-Delivery, Indefinite-Quantity CLINs for modernization efforts that may be either Fixed Price or Cost-Reimbursable.

(h) The resultant contract will consist of a base period with five one-year ordering periods; an evaluated option for five one-year ordering periods exercised at time of award; and two additional unevaluated five-year options. Therefore, the maximum period of performance is twenty years should both five-year unevaluated options be exercised. The resulting contract will also include a one-year transition following the contract's final ordering period to allow for completion of deliveries and ongoing projects.

(i) Offerors are advised that the current operating contractor will encumber and maintain the HSAAP facility through 31 December 2024. Both the incumbent and the successful Offeror will be contractually required to negotiate contract transition activities in good faith to affect a complete, safe, and secure assumption of responsibilities without impacting facility operations, production deliveries, and ongoing modernization projects as required by Attachment 0011, PWS 11 - Transition and Start Up. The successful Offeror will take over operational control of the facility at 0000 EST on 01 January 2025, unless otherwise negotiated with the incumbent and contractually executed by the Government.

(j) Pursuant to FAR 9.103, a contract will only be awarded to a contractor that the Contracting Officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility as set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any or all Offerors, and if applicable, joint venture partners, and major subcontractors.

(k) Receipt of an Offeror's proposal in response to this solicitation is an affirmation that the contractor has had access to and received adequate information to prepare a proposal.

(l) In accordance with FAR 9.5, Organizational and Consultant Conflicts of Interest, it has been determined that the companies, and any affiliates or subsidiaries, listed below have an Organizational Conflict of Interest (OCI) and are prohibited from offering a proposal as a prime contractor or participating as a sub-contractor or a member of any team competing for this contract. The Government reserves the right to reject any offer it considers to represent an OCI.

- (1) The Shenton Group
- (2) Azimuth Consulting Services (Azimuth)
- (3) Northeastern Energetic Process Services Company

Name of Offeror or Contractor:

(m) Offerors are advised that the Government will be using contractor support from Azimuth during the source selection process. As Azimuth will have access to Offerors' proposals, in addition to the aforementioned restrictions under paragraph (l), Offerors are required to execute a Non-Disclosure Agreement (NDA) with Azimuth. Azimuth is prohibited from participating as a subcontractor on any efforts/projects executed under the resultant contract. Offerors shall submit the executed NDA with its proposal. The NDA found at Attachment 0028 serves as a template and may be altered if mutually agreed upon by both parties.

(n) The Government reserves its right to award modernization projects to the prime operator, the U.S. Army Corps of Engineers, or a third party.

3. REQUIREMENTS SUMMARY:

(a) The contract will consist of FFP Requirements CLINs for production items.

(b) Requirement CLINs include all Research Development Explosive (RDX), High Melting Explosive (HMX), and Insensitive Munitions Explosive (IMX) families of explosives awarded by the Army Contracting Command - Rock Island (ACC-RI).

(c) The costs associated with performing the following indirect PWSs shall be accomplished by the contractor at no direct cost to the Government (i.e., borne by the product price):

PWS 1 Facility Plans, Strategies, and Analyses

PWS 2 Government Property Management

PWS 3 Environmental

PWS 4 Safety

PWS 5 Security / Antiterrorism

PWS 6 Utilities and Energy

PWS 7 Fire and Emergency Services

PWS 8 Maintenance of Facilities

PWS 9 Cyber Security

PWS 10 Occupational Health Program

PWS 11 Transition / Start-Up

PWS 12 Contract Transition (End of Contract)

PWS 13 Facility Operations and Production Reporting; Production Support

(d) The following PWS will be directly funded, subject to availability of funds:

PWS 14 Support of Onsite Government Staff & Natural & Cultural Resources

PWS 15 Material Management

(e) The following PWS will be funded utilizing tenant rent revenue: PWS 16 - Armament Retooling and Manufacturing Support.

(f) Reference Narrative H0002, Restriction of Critical Items and Components, for a list of critical items and components whose manufacture are restricted to sources within the U.S. or its outlying areas.

(g) Government Property: The Government intends to provide the property listed at Attachment 0018 - Government Furnished Property, to the successful Offeror under this contract in an "as is, where is" condition. The Government will retain ownership of property and obtain rights to intellectual property in accordance with Narrative H0001 - Ownership of Property and Rights to Intellectual Property.

(h) The contract is F.O.B. Origin. The Government is only responsible for the costs associated with the shipment of the deliverable end item; the contractor is responsible for all other shipping, to include components, ingredients, and equipment.

(i) First Article Tests (FATs) are required in accordance with Narrative E0006, First Article Test (Contractor Testing), and shall be priced in accordance with Attachments 0022 and 0025.

(j) The successful Offeror is required to abide by the terms of the HSAAP Armament Retooling and Manufacturing Support (ARMS) Tenant Use Agreements in existence and effective beyond 31 December 2024. The ARMS Tenant Use Agreements are provided at Attachment 0021.

(k) The Government has conducted a Baseline Facility Assessment (BFA) and Baseline Environmental Condition Assessment (BECA) at HSAAP for the purpose of presenting the current operating state of equipment and environmental conditions at the facility. This assessment is intended to be used for informational purposes only to assist in determining the suitability and conditions of the processes, facilities, and environmental conditions at the facility. In using any of the information and evaluations in the BFA or BECA, bidders should independently verify and determine whether to include specific actions in their proposals and plans and must assume all liability for the success or failure of these actions. The Government expressly makes no representations as to the probability of the success of the assets and opportunities examined in these reports, nor the accuracy or completeness of information in total. The final assessment of the adequacy of the equipment, infrastructure, and environmental conditions must be made by report users. The results are available

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to Offerors via HSAAP's VL.

(l) A Small Business (SB) Subcontracting Plan is required at the time of proposal submission; see FAR 52.219-9, Small Business Subcontracting Plan -- Alternate II (Deviation 2018-00018), for details. Small Business goals are as follows:

Small Business:	15%
Small Disadvantaged Business:	2%
Women-Owned Small Business:	4%
HUBZone Certified Small Business:	4%
Veteran-Owned Small Business:	3%
Service Disabled Veteran-Owned Small Business:	3%

(m) All contractual provisions specified are obligatory for the prime contractor. The prime contractor is responsible for enforcing contractual provisions upon all subcontractors, suppliers, and vendors.

(n) Offerors may submit an Indemnification request package. Packages shall be in accordance with Section L and are due by 02 December 2022.

(o) With the exception of Volume 6, Indemnification Request Package, Offerors' proposals shall be submitted no later than the date specified in Block 9 of the SF33, and shall be valid for a minimum of 360 days after submission. Offerors shall input 360, as a minimum, into Block 12 of the SF33.

(p) The successful Offeror's proposal in response to this solicitation may be incorporated into the resultant contract in whole or in part at the time of the award. If incorporated, the Offeror's proposal will therefore be a material term of the contract and failure to fully implement it could result in termination. No revisions or changes to the contractor's proposal may be made after award without prior approval of the Contracting Officer.

(q) The Government will re-negotiate, as required, the terms and conditions of this contract if future Base Realignment and Closure (BRAC) legislation or other Government decisions alter current plant status/missions. The Government shall retain the right to modify the mission of the facility; this may include, or result in, the potential closure of the facility.

(r) The Contractor is advised that contract changes, to include engineering changes, will be authorized only by the Contracting Officer in accordance with the terms of the resultant contract. No other Government personnel, whether in the act of technical supervision or administration, is authorized to make any commitment or instruct the contractor to perform or terminate any work, or to incur any obligation.

(s) The ACC-RI Contracting Officer is the only individual authorized to issue orders under the resultant contract.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>***** CDRLS SHALL NOT BE SEPARATELY PRICED ***** INFORMATION REQUIRED BY THE CDRLS SHALL BE DELIVERED AS SPECIFIED IN EXHIBITS A AND B. *****</p> <p>(End of narrative B001)</p>				
0002	<p><u>FIRST ARTICLE</u></p> <p>***** ALL PROPOSED PRICES FOR FIRST ARTICLE TESTS SHALL BE ENTERED INTO ATTACHMENT 0022 AND ATTACHMENT 0025. ***** IF REQUESTING INDEMNIFICATION, PROPOSED UNIT PRICIES SHALL ALSO BE ENTERED INTO ATTACHMENT 0025. *****</p> <p>(End of narrative B001)</p>				
0003	<p><u>PRODUCTION</u></p> <p>***** ALL PROPOSED UNIT PRICES FOR PRODUCTION SHALL BE ENTERED INTO ATTACHMENT 0022 AND ATTACHMENT 0025. ***** IF REQUESTING INDEMNIFICATION, PROPOSED UNIT PRICES SHALL ALSO BE ENTERED INTO ATTACHMENT 0025. *****</p> <p>(End of narrative B001)</p>				
0004	<p><u>MODERNIZATION</u></p> <p>MODERNIZATION EFFORTS WILL BE DIRECTLY FUNDED</p> <p>(End of narrative B001)</p>				

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Name of Offeror or Contractor:

(a) The HSAAP price matrix is applicable to Government direct buys procured under the contract resulting from this solicitation, as well as third party orders that are received in support of systems contracts that utilize HSAAP components. Prices in support of third party orders shall not exceed the prices established in the HSAAP price matrix as a result of this competition, or if future unevaluated options are exercised and negotiated. This requirement is also applicable to any future products not currently on the matrix that are subsequently negotiated and added.

(b) All proposed prices shall be entered into the price matrices at Attachments 0022-0024. If the Offeror is requesting indemnification, Attachment 0025 shall be submitted as well.

(c) Unit prices under this acquisition shall not contain more than two (2) decimal places.

(d) Evaluation quantities and weights are included in the price matrix. The evaluation quantities and weights are estimates only and are not obligatory under this contract; they are not binding and shall not be relied upon for execution purposes. Not meeting, or exceeding, the evaluation quantities should be expected and will not constitute revision of the price matrices or grounds for a request for equitable adjustment. If the Government's requirements do not result in orders meeting or exceeding the evaluation quantities, it shall not constitute the basis for a request for equitable adjustment or claim. All orders placed against this contract are subject to availability of funds.

(e) Plant Wide Volume:

(1) Offerors shall propose unit prices under three total plant volume ranges. Total Evaluated Price will be based on the sum of the total values of each weight-adjusted Range. Ranges will be weighted as specified below. Annual range determinations will occur prior to the start of each ordering period. All orders placed during the applicable ordering period will be priced at the pre-determined range. Total plant volume will be defined as the sum of all HSAAP SMCA direct, 3rd party Government, and commercial product orders (in lbs.) anticipated to be placed within the ordering period. Range 2 will be the default range unless the Contracting Officer determines that total plant volume based on orders will be in Ranges 1 or 3. In such a case, the Contracting Officer will notify the Contractor of the range pricing to be utilized no later than 30 days prior to entering the ordering period. The Contractor will be required to honor the range pricing the PCO determines is applicable for the given ordering period. Delays in production of orders will not be considered during the Range determination process.

(2) The range determination will be binding throughout the ordering period. Retroactive adjustments due to variations between the pre-ordering period determination and actual orders received will not be allowable.

Plant-wide ranges and weighting factors are provided below.

- Range 1: 0 to 4,000,000 Lbs. (15%)
- Range 2: 4,000,001 to 11,500,000 (75%)
- Range 3: 11,500,001 to 15,000,000 (10%)

(f) Economic Price Adjustment: All matrix unit prices are subject to an economic price adjustment in accordance with Narrative I0002, Economic Price Adjustment - Natural Gas and Narrative I0004, Economic Price Adjustment - Escalation.

(g) Combined Orders for Selected Products: The Government reserves the right to combine orders for the identified RDX, IMX, and TATB based products for the purpose of product level quantity range assignment when those orders are placed on the same business day. The quantity range for any one product will be assigned based on the total combined order size for the group of relevant products. The range for an individual order will be selected based on that individual orders size (in lbs.) plus the total lbs. from the other orders within the same-day group of related products. This will apply to SMCA direct orders only. Individual orders that fall within product level Range 2 or below are exempt from consideration as components of a combined order.

In certain cases, the combined total quantity of all orders within the group may exceed a given products Range 4 (for products with 4 ranges) or Range 5 (for products with 5 ranges) maximum. However, the individual order will not be deemed to have exceeded this maximum based on the combined total of all products within the group.

Example:

Total same-day orders placed under the combined order feature are displayed below in Lbs.:

Order 1 - CXM-7	350,000
Order 2 - CXM-AF-7	740,000
Order 3 - CXM-AF-5	150,000
Order 4 - PBXN-10 Type 1	50,000
Total Lbs.	1,290,000

Quantity ranges applicable to each order under this example are identified via asterisks below.

CLIN 0007: CXM-7 Type II	CLIN 0009: CXM-AF-7
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Range 1	1	-	6,200	Range 1	1	-	4,100
Range 2	6,201	-	100,000	Range 2	4,101	-	100,000
Range 3	100,000	-	500,000	Range 3	100,001	-	500,000
<u>*Range 4</u>	<u>500,001</u>	<u>-</u>	<u>2,000,000*</u>	<u>*Range 4</u>	<u>500,001</u>	<u>-</u>	<u>2,000,000*</u>
Range 5	2,000,001	-	4,500,000	Range 5	2,000,001	-	4,500,000

Quantity Range				Quantity Range			
CLIN 0008: CXM-AF-5				CLIN 0010: PBXN-10 Type 1			
Range 1	1	-	3,690	Range 1	1	-	1,900
Range 2	3,691	-	50,000	Range 2	1,901	-	25,000
Range 3	50,001	-	250,000	Range 3	25,001	-	75,000
Range 4	250,001	-	1,000,000	<u>*Range 4</u>	<u>75,001</u>	<u>-</u>	<u>500,000*</u>
<u>*Range 5</u>	<u>1,000,001</u>	<u>-</u>	<u>4,500,000*</u>				

Selected RDX Based Products

Composition B, Type 1, Grade A Composition B4
Composition C-4 CXM-7
CXM-AF-5 CXM-AF-7
PBXN-10 Type 1
RDX, Type 2, Class 1

Selected TATB Based Products

PBXN-12 Type I PBXN-12 Type II
PBXN-7 Type 1, Class 2
PBXN-7, Type 2 TATB Type 2 (DRY)
TATB Type I Class 2
TATB Type III Class 1
TATB Type III Class 2

Selected IMX Based Products

IMX-101
IMX-104

(h) Non-Competitive Contract Actions: No profit or fee will be allowed on the actual purchase of utilities under non-competitive contract actions awarded under the contract resulting from this solicitation.

(i) FFP Delivery Orders (DO) and DO modifications will be utilized to place requirements for explosives based on the quantities and the ordering period within which the DO is placed. DO numbers will be assigned a unique 14-digit number upon establishment of the DO. As such, CLINs will be identified via Ordering Period (OP) as follows:

OP 01 Production Orders:	01XX
OP 02 Production Orders:	02XX
OP 03 Production Orders:	03XX
OP 04 Production Orders:	04XX
OP 05 Production Orders:	05XX
OP 06 Production Orders:	06XX
OP 07 Production Orders:	07XX
OP 08 Production Orders:	08XX
OP 09 Production Orders:	09XX
OP 10 Production Orders:	10XX

The first two digits of the awarded CLIN will represent the Ordering Period (i.e. OP 01-10) and the last two digits of the awarded CLIN will represent that product number from the Attachment 0022 - Price Matrix. For example, an order of CLIN 0018: CXM-9 in Ordering Period 04 would be executed under CLIN 0418.

(j) Production Base Support (PBS) efforts (inclusive of Modernization projects) will be negotiated and awarded via separately priced Fixed Price or Cost Reimbursable delivery orders or delivery order modifications. The successful awardee will not be permitted to charge costs associated with execution of the PWS scopes to Production Base Support efforts as direct costs or indirect allocations.

(k) New Facilities Under On-going Modernization Initiatives: The Government has shared the most current information available regarding scope, schedule, status, and various other items for the modernization projects being executed by the incumbent operator that will be completed subsequent to award of the contract resulting from this solicitation. The transition of these new facilities to the successful Offeror will not constitute change conditions to this contract. Additionally, the Government has provided its best estimate of project completion dates, but actual completion dates may vary from these estimates. Delays in project completion will not constitute change conditions to this contract. However, the successful awardee will not be accountable for achieving post modernization capacity

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requirements until such time that the modernized facilities are transitioned to production. Any variance in the actual date facilities are transitioned to production to those provided in support of this solicitation will not be grounds for a change condition, request for equitable adjustment, or claim.

(l) The Government may require modernization analysis, interface, engineering support, and the procurement of components and raw materials. Such efforts will be negotiated and awarded via separately priced Fixed Price or Cost Reimbursable delivery orders or delivery order modifications.

(m) The contractor shall propose fair and reasonable prices for components and/or explosives for third party contracts in support of any Government contract.

(n) All products presented for acceptance to the Government under the resultant contract shall be fully compliant with the TDPs provided with the solicitation. Any cost impact due to Government approved configuration change(s) during contract execution will be limited exclusively to the costs directly attributable to the change(s), require substantiation, and be negotiated in accordance with the Changes Clause (52.243-1, Changes-Fixed Price).

(o) In the event unevaluated option periods are executed in the future, the HSAAP contractor agrees to utilize a mutually agreeable pricing curve, in lieu of range pricing, to establish prices for production items. Information regarding implementation of pricing curves in DoD acquisitions can be found at the following website: <https://www.acq.osd.mil/asda/dpc/pcf/pricing-tools.html>

*** END OF NARRATIVE B0001 ***

INDUSTRIAL CAPACITY

(a) The Contractor is required to retain a production capacity of 9,000,000 lbs. of RDX, 2,000,000 lbs. of HMX, and 5,000,000 lbs. of IMX for the contract, until such time that new facilities under on-going modernization initiatives are transitioned to production. Upon transition of all on-going modernization projects to production, the Contractor will be required to retain a production capacity of 15,000,000 lbs. of RDX, 2,000,000 lbs. of HMX, and 6,000,000 lbs. of IMX.

(b) Retention of capacity is satisfied if the equipment and facilities comprising the family quantity capacities are (1) being operated for this contract or approved commercial and 3rd party/facility use production, and maintained in accordance with the contract or (2) idle, but adequately protected from physical degradation and there are resources trained and available to meet Government delivery schedule requirements at narrative F0001, Required Delivery Schedule. Retention of capacity is subject to Government audit.

(c) The family quantity capacities identified in this narrative are product mix dependent. The Contractor is required to accept orders up to these annual capacities unless the Contractor can provide supporting documentation that demonstrates that an individual product quantity cannot be met due to a specific capacity constraint associated with the processes necessary for that product, or specific capacity constraint(s) tied to interdependency of facilities used for all products on order to be produced in that year. Exemptions to meeting the requirements of this narrative are subject to written approval by the Contracting Officer.

*** END OF NARRATIVE B0002 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

TECHNICAL DATA PACKAGES

The following drawings and specifications are applicable to this solicitation.

CLIN	NOMENCLATURE	NSN	TDP #
CLIN 0001	Composition A-3	1376-00-628-3300	MIL-DTL-440D
CLIN 0002	Composition A-4	1376-01-055-9905	MIL-DTL-440D
CLIN 0003	Composition A-5 Class 1	1376-00-764-8065	MIL-DTL-14970E
CLIN 0004	Composition B Type I Grade A	1376-00-628-3306	MIL-C-401E w/ AMD 1
CLIN 0005	Composition B-4 Type I	1376-00-077-6402	MIL-C-46652A w/ AMD 2
CLIN 0006	Composition C-4 Class 3	1376-01-393-0259	MIL-DTL-45010B
CLIN 0007	CXM-7 Type II	1376-01-280-5339	MIL-DTL-82907B
CLIN 0008	CXM-AF-5	1376-01-632-8663	MIL-DTL-20084713A
CLIN 0009	CXM-AF-7	1376-01-562-8442	MIL-DTL-20065102A
CLIN 0010	PBXN-10 Type I	TBD	MIL-DTL-32057B
CLIN 0011	PBXN-10 Type 2	TBD	MIL-DTL-32057B
CLIN 0012	RDX Type II Class 1	1376-00-764-8070	MIL-DTL-398D
CLIN 0013	RDX Type II Class 3	1376-00-007-4875	MIL-DTL-398D
CLIN 0014	RDX Type II Class 5	1376-00-007-4877	MIL-DTL-398D
CLIN 0015	RDX Type II Class 7	1376-01-071-2164	MIL-DTL-398D
CLIN 0016	IMX-101	1376-01-564-0493	MIL-DTL-32357
CLIN 0017	IMX-104	1376-01-591-8987	MIL-DTL-32425 w/ AMD 2
CLIN 0018	CXM-9	TBD	MIL-E-82895 w/ AMD 1
CLIN 0019	CXM-10 Type II	1376-01-632-8692	MIL-DTL-32189C
CLIN 0020	CXM-10 Type III	1376-01-647-5841	MIL-DTL-32189C
CLIN 0021	CXM-11	1376-01-632-8678	MIL-DTL-32230A
CLIN 0022	HMX 80S	1376-01-262-5397	WS 27816A
CLIN 0023	HMX Grade B Class 1	1376-00-865-3850	MIL-DTL-45444C
CLIN 0024	HMX Grade B Class 2	1376-00-865-3964	MIL-DTL-45444C
CLIN 0025	HMX Grade B Class 3	1376-00-865-4003	MIL-DTL-45444C
CLIN 0026	HMX Grade B Class 5	1376-00-865-4435	MIL-DTL-45444C
CLIN 0027	LX-14-0	1376-01-153-8408	MIL-H-48358 w/Amd 7
CLIN 0028	PAX-2A, Type I	1376-01-538-5776	MIL-DTL-71053A
CLIN 0029	PAX-2A, Type II	TBD	MIL-DTL-71053A
CLIN 0030	PAX-3 Type III	TBD	MIL-DTL-32636
CLIN 0031	PBX-9501 Depart. of Energy	1376-01-076-3415	RM6K0015
CLIN 0032	PBXN-11 Class 1	1376-01-497-4435	MIL-DTL-32064 w/Amd 3
CLIN 0033	PBXN-5 Type I Class 3	1376-01-074-9321	MIL-E-81111C
CLIN 0034	PBXN-5 Type 2 Class 3	1376-01-074-0494	MIL-E-81111C
CLIN 0035	PBXN-9	1376-01-376-3743	MIL-DTL-82875A
CLIN 0036	Composition D-2	1376-00-628-3323	MIL-DTL-18164B w/ ECP BAE-18-F-003
CLIN 0037	NTO Coarse	TBD	MIL-TDL-32355 w/ AMD 3
CLIN 0038	PBXN-12 Type I	1376-01-672-7369	MIL-DTL-32280A
CLIN 0039	PBXN-12 Type II	1376-01-672-9351	MIL-DTL-32280A
CLIN 0040	PBXN-7 Type 1, Class 2	1376-01-376-5576	MIL-DTL-82874E
CLIN 0041	PBXN-7 Type 2	TBD	MIL-DTL-82874E
CLIN 0042	TATB Type II (Dry)	TBD	MIL-DTL-32337 w/ AMD 1
CLIN 0043	Octol 75/25	1376-00-560-2206	MIL-O-45445B w/ AMD 1
CLIN 0044	CXM-10 Type 1	1376-01-647-5839	MIL-DTL-32189C
CLIN 0045	PAX-48	TBD	MIL-DTL-32419
CLIN 0046	TATB Type I Class 2	TBD	MIL-DTL-32337 w/ AMD 1
CLIN 0047	TATB Type III Class 1	TBD	MIL-DTL-32337 w/ AMD 1
CLIN 0048	TATB Type III Class 2	TBD	MIL-DTL-32337 w/ AMD 1

TDPs for the items identified above can be found on SAM.gov in the Virtual Library. It is the Offeror's responsibility to ensure it has obtained the most recent specifications that the Government has made available in the Virtual Library to support proposal development.

The Government will incorporate approved engineering change proposals (ECPs) into the resulting contract as they are submitted, reviewed, and approved.

*** END OF NARRATIVE C0001 ***

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SUPPORT OF SUCCESSOR CONTRACT

(a) In the last three (3) ordering periods of the contract, the operating contractor agrees to allow potential bidders to tour the facility on a non-interference basis during normal operations and/or during shut down, as requested by the Contracting Officer, to view the equipment and facilities. Equipment and facilities shall include Government Property as well as contractor property for which title will pass to the Government at the end of the contract.

(b) In addition to the intermediate delivery of technical data pursuant to Narrative H0001, the contractor shall provide other information and documentation describing current state of plant equipment and facilities, utilities, and other infrastructure (e.g., real property drawings), as requested by the Contracting Officer. Other information and documentation requested will largely be extracted from permanent and enduring records maintained pursuant to C0009, Safeguarding Permanent and Enduring Records.

(c) Contractor shall agree to the release of all information delivered to the Government under PWS and CDRLs requirements to prospective bidders in support of a successor competition. Such data shall include, but not be limited to, reports, assessments, analyses, and data pertaining to maintenance, production efficiency, utility consumption, and production, PWS, and modernization costs.

*** END OF NARRATIVE C0002 ***

NOTIFICATION OF REDUCTION IN FORCE OR FURLOUGH

In addition to the requirements of the U.S. Department of Labor Worker Adjustment and Retraining Notification Act, the contractor shall provide written notification to the Contracting Officer and the HSAAP ACO fourteen (14) days prior to enacting on a Reduction in Force which would affect twenty-five (25) or more employees. The contractor shall provide written notification to the Contracting Officer and the HSAAP ACO in the event of a furlough of twenty-five (25) or more employees for a period greater than five (5) workdays once the final quantity or quantity range of employees is determined for impact. Notification shall identify the number of employees affected and the effective date.

*** END OF NARRATIVE C0003 ***

MODERNIZATION SUPPORT FOR THE INCUMBENT OPERATING CONTRACTOR

There will be multiple projects in execution by the incumbent Contractor that will extend beyond the period of performance of its existing facility use contract period of performance end date of 31 December 2024 and will extend into the awardee's execution of this HSAAP contract. The successful awardee will be required to support the incumbent's execution of these modernization projects to final completion by entering into agreements with the incumbent that address, at a minimum, the following:

- Providing facility access, support facilities, and personnel necessary for project execution (facilities, maintenance, safety, health, and environmental, emergency response, security, property, etc.)
- Ensuring the incumbent receives on-site infrastructure and other provisions from office space, IT, vehicles for operation within the limited area, equipment, etc.
- Providing analytical lab and research and development support as necessary
- Ensuring availability of existing plant equipment (nutsches, transporters, etc.) as required to commission and transition facilities until project acceptance
- Providing and including costs for utilities, energy usage, and other processes necessary for project execution (i.e., filtered water, river water, steam, electrical, plant air, waste water treatment, explosive waste disposal, treatment of explosive contaminated items, etc.), to include commissioning and transition to production
- Maintain and provide qualified operators to run new facilities
- Maintaining, coordinating the timing of, and providing raw materials/commissioning materials
- Providing required levels of intermediate materials and downstream facility processing to support incumbent commissioning requirements
- Utilize incumbent standards and procedures

*** END OF NARRATIVE C0004 ***

PROGRAM MANAGEMENT REVIEWS (PMR)

The Contractor shall support/host onsite quarterly Program Management Reviews (PMRs) at the request of JPEO A&A, HSAAP Government Staff, and/or Joint Munitions Command (JMC) in accordance with paragraph 3.3 of PWS 1 - Facility Plans, Strategies, and Analyses

*** END OF NARRATIVE C0005 ***

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MATERIAL SAFETY DATA SHEETS

FAR 52.223-3, Hazardous Material Identification and Material Safety Data, indicates failure to submit the Material Safety Data Sheet (MSDS) prior to award may result in the apparently successful Offeror being considered non-responsive and ineligible for award. However, MSDSs are not required to be submitted with the Offerors' proposals but will be required from the successful Offeror subsequent to award.

*** END OF NARRATIVE C0006 ***

TECHNICAL DATA PACKAGE BASELINE

The contractor shall provide a TDP Baseline Report identifying the TDP configuration of each individual item produced under the resultant contract (i.e. the production items included in Attachment 0022). The TDP configuration is defined by the contract and any subsequent modifications to the contract that result in configuration changes. The report shall be prepared as required by Exhibit A, CDRL AM-001, and shall describe the TDP configuration (i.e., ECPs) in effect on the date that the report is issued. The TDP Baseline shall be for informational purposes only. The contract and any subsequent modifications shall take precedence. Exceptions to TDP requirements shall not be included without approval from the Contracting Officer.

*** END OF NARRATIVE C0007 ***

FACILITY SECURITY CLEARANCE REQUIREMENT

Classified material must be handled in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, Army Information Security Program, AR 380-5, and any local security classification guidance and source documents. Requirements of this contract will require the contractor to have access to classified material up to and including the SECRET level. As such, a Facility Security Clearance at the SECRET level is required. Remaining security requirements, to include handling of sensitive information, are stated on Attachment 0019, DD 254 - Contract Security Classification Specification.

*** END OF NARRATIVE C0008 ***

SAFEGUARDING PERMANENT AND ENDURING RECORDS

(a) The contractor shall implement a process to, and shall capture, catalog, retain, and preserve records (which includes, but is not limited to data, technical data and documents) that are necessary for the operation and maintenance of HSAAP facilities, equipment, and systems (to include present/past Research and Development activities); and contribute to the safety of HSAAP personnel and protection of HSAAP property. Permanent records from this contract and from prior contracts shall be organized, maintained and archived in designated locations for use by both the Government and contractor representatives during this contract; and retained for use during successor contracts. The contractor shall maintain and provide an index (in electronic format) upon Government request in accordance with CDRL AM-002 describing the structure of records by type, title, designated storage media and locations. Records shall be organized such that they are recoverable; either through cataloging, indexing, and/or arrangement by building, area, equipment number, or other functional grouping. The requirement to comply with this narrative will be effective upon contract award. Preservation of historical records will include any documentation provided by the Government and/or transitioned by the incumbent to the successful awardee, as necessary.

(b) Permanent records shall include, but not be limited to, the following:

- (1) Manuals, spec sheets, spare parts lists, maintenance procedures, engineering drawings and two and three dimensional computer-aided design models, supplied by vendors or original equipment manufacturers with new equipment, facility or utility systems and components.
- (2) Procedures and drawings developed by the contractor and prior contractors or provided to the contractor or prior contractors for operation and maintenance of HSAAP property (real and personal) and processes to include production; drawings for construction, fabrication, and modification of property, including design analyses and records of significant deviations of as-built configurations from designs. This includes, but is not limited to: standard operating procedures (SOPs), manufacturing instructions, process instructions, engineering standards, process change equipment change records, calibration settings, detailed maintenance procedures, maintenance job aids, corrective and preventative maintenance logs, preventative maintenance tasks and schedules, plant protection standards, control systems documents and source code, test procedures, analytical test procedures, analytical compatibility test results, analytical test data, electrical transient analyzer program (ETAPS) models, geospatial information systems (GIS) data, inventory control system data and any equivalents.
- (3) Safety data, analyses and test results supporting safety site plans and establishment of safe operating conditions (e.g., hazard analyses, results of barricade/hopper tests, sensitivity testing of energetics, testing of physical/software safeguards/interlocks,

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design or structural analyses). This includes, but is not limited to: relief calculations, Safety Action Logs, Process Hazards Analyses (PHAs) (current and prior), Safety Data Sheets (SDS) Electrical Area Classifications and any equivalents.

(4) Manufacturing process and inspection equipment performance testing related to equipment capabilities, quality inspection and AAIE.

(5) Results of compliance monitoring/testing/inspections required by federal, state, and local laws or regulations; permits; or stipulated in PWSs and/or clauses in this contract. This includes, but is not limited to: Environmental Action Logs and any equivalents.

(6) Analytical data, certificates of conformance, batch records and any equivalents.

(c) Designated representatives authorized by the Contracting Officer shall have access to permanent records during the course of this contract. Upon request by the ACO or Contracting Officer, the contractor shall provide copies of permanent records for use by the Government.

(d) Procedures shall be established by the contractor to instruct personnel involved in receiving, developing, using or storing records on proper records accession and handling. Records stored electronically in software systems or file sharing sites shall not be degraded or lost due to software, server, or storage system migration/replacement.

(e) Consistent with other rights in technical data provisions of this contract (e.g., Narrative H0001, Ownership of Property), the Government shall have no less than Government Purpose Rights to all permanent records defined in this clause.

(f) The contractor shall provide access to data pursuant to this narrative to the Contracting Officer and representatives designated by the Contracting Officer during the course of this contract. The contractor must deliver all applicable technical data to the Government on an annual basis by no later than 31 December of each year and certify that it is free of all proprietary information. After the initial full transfer to the Government, subsequent transfers on the one-year cycle shall only be updated or new documents. Data shall be delivered in its current form as of the date of submission. The form/media to be used for data delivery (e.g., electronic, flat file) will be specified by the Contracting Officer at that time and must facilitate its transfer to, and use by, the Government. The contractors support and performance of this data deliverable will be provided at no additional cost to the Government and requests for data pursuant to the terms of this clause will not be subject to the changes clause.

(g) Data under this narrative shall be provided at the end of the contract and is authorized for release to prospective bidders.

*** END OF NARRATIVE C0009 ***

AGE OF ENERGETICS

(a) All energetic materials (to include inputs, intermediates and final formulations) presented to the Government for acceptance shall be no more than two years old from the date produced. Furthermore, energetic input and intermediate material (including purchased materials) used in the production of final explosive formulations shall be no more than two years old (unless a shorter time period is specified within the Item Specification / Technical Data Package (TDP). Note: the recrystallization process for HMX and RDX, either as final energetic material or energetic input in a formulation, is considered to be a new date of produced material.

(1) The following are exclusions from the requirement above: Government Furnished Material and non-energetic material.

(2) If Contractor wishes to present any final energetic material greater than two years in age to the Government for acceptance, or use any energetic input and intermediate material that is greater than two years in age (and not excluded from the requirement) in a final explosive formulation, approval must be provided through the cognizant Contracting Officer via a Request for Variance.

(b) Blending and rework: When blending two final batches of explosives (i.e. a conforming PBXN-9 batch with another conforming PBXN-9 batch) or performing any rework on a non-conforming batch, the age of the original energetic input and/or intermediate material (i.e. recrystallization process for HMX and RDX) cannot be greater than two years (unless a shorter time period is specified in the Item Specification / TDP). Note: When blending, the date of manufacture for the blend shall be the recrystallization date of the oldest batch.

(1) The following are exclusions from the requirement above: Government Furnished Material and non-energetic material.

(2) If Contractor wishes to blend any energetic input (intermediate or final material) that is greater than two years in age and not excluded from the requirement, approval must be provided through the cognizant Contracting Officer via a Request for Variance.

*** END OF NARRATIVE C0010 ***

CONFIGURATION CHANGE MANAGEMENT DOCUMENTATION

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(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, 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, VECs shall be submitted in the same manner as ECPs.

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

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

(ii) All ECPs submitted by the contractor will be routine priority unless otherwise justified. If the contractor considers the ECP 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 will not impact the required delivery dates specified within the contract, shall not constitute excusable delay in the performance of this contract by the Contractor or in any way relieve the contractor from compliance with the contract delivery schedule. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the contract.

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

*** END OF NARRATIVE C0011 ***

MODERNIZATION SUPPORT CAPABILITY REQUIREMENTS

(a) To maintain preparedness and meet the needs of the Warfighter, HSAAP requires infrastructure, facilities, and process sustainment and modernization projects for the explosives production mission. The Contractor shall be capable of providing engineering, design, architectural, procurement, construction, and commissioning support for sustainment and modernization including:

- Acid production facilities: weak acetic acid recovery, glacial acetic acid to acetic anhydride conversion, NAC/SAC
- Nitration: Bachmann RDX/HMX, DNAN and NTO with mixed nitrating acid, specialty high explosives
- Washing and filtration: batch vacuum filtration, continuous indexed belt filter
- Recrystallization: batch recrystallization of RDX and HMX, purification of NQ
- Formulation: coating and blending operations to produce CXMs, PBXs, Composition B-3, etc.
- Melt casting: Composition B, Composition B-4, Cyclotol, IMX-104, etc.
- Drying: kettle drying, bed drying, tray drying, vacuum drying
- Grinding: fluid energy mill, pump grind
- Drumming and packaging
- Industrial wastewater treatment
- River water: intake structures, pump systems, reservoir maintenance, plant-wide distribution, filtration systems, conservation controls, closed-loop cooling systems
- Explosive waste treatment: open burn/open detonation, flashing furnaces (car bottom furnaces), static detonation chamber
- Standard Operating Procedure development, manufacturing instruction/process instruction development, and maintenance procedure development

(b) The explosives production capabilities encompass three families of energetics: HMX, RDX and IMX, as well as specialty explosives. The HSAAP contractor must have the modernization capability to execute technology insertion and facility and infrastructure upgrades. Projects will span the range from renovation and sustainment of existing facilities while maintaining production, to conceptualization, design and implementation of entirely new production facilities incorporating state of the art technologies. Execution of this range of projects will require capabilities including:

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- Project Development: master planning, project estimating, trade studies/technology evaluation/analysis of alternatives, design basis, manufacturing system flexibility & capability, and permitting
- Project Management: cost and schedule management, earned value management, cost as an independent variable, and integrated master scheduling
- Facility Design: systems engineering, design charrettes, unified facilities criteria applicability and compliance, quantity/distance analysis, sustainable design, shell (architectural, structural, interiors), mechanical systems, electrical systems, fire protection/life safety, civil engineering, wastewater treatment, sanitation, and building information modeling
- Process Engineering: descriptions/flow diagrams/equipment specifications, concept design and budget development, chemical process design, design for service with explosive materials, hazards analysis, facility sizing, construction and layout for process functions, programmable logic controller & human-machine interface design & programming, system modeling and throughput analysis, raw material handling/storage, material flow, finished goods packaging and shipping, 3D models & layout drawings, training using virtual reality integrated simulation, system analytics
- Project Implementation: issue for construction design, shutdown / turnaround planning, field project management, equipment / vendor specifications, procurement, construction management, configuration control, validate construction integrity, mechanical completion audits, equipment troubleshooting, system checkout, commissioning, and transition to production

*** END OF NARRATIVE C0012 ***

HSAAP RESEARCH AND DEVELOPMENT CAPABILITY REQUIREMENTS

The HSAAP contractor shall be capable of providing on-site Research & Development (R&D) capabilities at HSAAP to support new product development initiatives, scale-up of newly developed processes, and improvements to current production processes. This capability shall address required disciplines to perform R&D related activities related to explosive materials and intermediates.

Development and Scale Up: The contractor shall be capable of providing the personnel, knowledge, and processes to successfully execute the development of new explosive formulations, ingredients, synthesis methodologies and processes. This includes the scale-up of production processes for explosives and other critical ingredients, as well as particle size and crystal modification. The Contractor will engage with various DoD and third-party R&D customers, as necessary, and be capable of responding to solicitations for externally funded R&D activities.

Support to Production Operations: The Contractor shall be capable of supporting production of legacy explosive formulations and ingredients using legacy processes. This may include improvements to legacy process, modifications to current formulations, technology insertion opportunities, and investigative functions when necessary.

Operation of the HSAAP Pilot Facilities: The Contractor shall be capable of operating HSAAPs various pilot facilities to execute scale-up of explosive ingredients and formulations, transition of explosive ingredients and formulations to full-scale production, and external R&D customer support activities at HSAAP. Government owned equipment and infrastructure utilized in the pilot scale operations include various glass-lined reactors, various stainless steel formulation coating stills, a 4-inch fluid energy mill, pilot scale tray dryer, 16-inch stainless steel filter press, as well as other equipment items utilized in development activities.

Analytical Testing: The Contractor shall be capable of performing analytical testing in support of HSAAP manufacturing operations, investigative functions, and direct funded customer requests. These requirements may include energetic performance, thermal stability, sensitivity, identification/qualification, and physical measurement testing.

*** END OF NARRATIVE C0013 ***

MODERNIZATION SUPPORT FOR THIRD PARTY MODERNIZATION

During execution of this HSAAP contract the Government reserves its right to award future modernization projects directly to the HSAAP contractor, through the U.S. Army Corps of Engineers (USACE), or directly to another 3rd party. In the event future modernization efforts are awarded to the USACE or another 3rd-party operator, the HSAAP prime contractor will be responsible for entering into agreements with the modernization contractor to fully support each project from initial project planning to final completion.

*** END OF NARRATIVE C0014 ***

EXPLOSIVE SCRAP AND EXPLOSIVE INVENTORY MANAGEMENT

All rejected material or residues/by-products from contractor operations, to include, but is not limited to: off specification materials, RDX recycle, residual materials, residual product, batch excess materials, scrap, ANSOL, and ANSOL solids, are the responsibility of the contractor. The contractor shall manage the inventory of these materials and shall be responsible for waste management decisions. The contractor shall not store at HSAAP any energetic or inert materials (to include inputs, intermediates and final formulations) that are two years past the criteria for acceptable use in Government deliveries. Additionally, contractor explosive

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materials and production by-products, to include, but is not limited to chemicals, intermediates, off specification materials, RDX recycle, residual materials, residual product, batch excess materials, scrap, ANSOL, and ANSOL solids, shall not remain at HSAAP after contract expiration.

*** END OF NARRATIVE C0015 ***

MATERIAL SAFETY DATA SHEETS

As identified in FAR 52.223-3, Hazardous Material Identification and Material Safety Data, Material Safety Data Sheets are not required to be submitted with the Offerors proposals, but will be required from the successful Offeror subsequent to award.

*** END OF NARRATIVE C0016 ***

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SECTION D - PACKAGING AND MARKING

The following items shall comply with the packaging requirements outlined below:

NOMEN: Composition A-3
NSN: 1376-00-628-3300

NOMEN: COMPOSITION A-4
NSN: 1376-01-055-9905

NOMEN: Composition B4
NSN: 1376-00-077-6402

NOMEN: Composition C-4
NSN: 1376-01-393-0259

NOMEN: CXM-AF-5
NSN: 1376-01-632-8663

NOMEN: CXM-AF-7
NSN: 1376-01-562-8442

NOMEN: IMX-101
NSN: 1376-01-564-0493

NOMEN: HMX/RESIN XPL COMPOSITION LX-14-0
NSN: 1376-01-153-8408

NOMEN: OCTOL 75/25
NSN: 1376-00-560-2206

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with 7548645 revision AT, dated 03 NOV 2020.
- (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 7548645, revision AT, dated 03 NOV 2020. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to drawing 7548645, revision AT, dated 03 NOV 2020:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

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(h) Palletization shall be in accordance with 19-48-4177/1, 20PA1007, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0001 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: COMPOSITION A-5
NSN: 1376-00-764-8065

NOMEN: COMPOSITION B, TYPE I, GRADE A
NSN: 1376-00-628-3306

NOMEN: Composition D-2
NSN: 1376-00-628-3323

NOMEN: CXM-7
NSN: 1376-01-280-5339

NOMEN: CMX-10 TYPE 1
NSN: 1376-01-647-5839

NOMEN: CXM-10 TYPE 2
NSN: 1376-01-632-8692

NOMEN: CMX-10 TYPE 3
NSN: 1376-01-647-5841

NOMEN: CMX-11
NSN: 1376-01-632-8678

NOMEN: IMX-104
NSN: 1376-01-591-8987

NOMEN: PAX-3 Type III
NSN: 1376-01-689-4692

NOMEN: PBXN-5 TYPE 1 CLASS 3
NSN: 1376-01-074-9321

NOMEN: PBXN-5 TYPE 2 CLASS 3
NSN: 1376-01-074-0494

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-7), TYPE I, CLASS 2
NSN: 1376-01-376-5576

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-9)
NSN: 1376-01-376-3743

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-12), TYPE I
NSN: 1376-01-672-7369

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-12) TYPE II
NSN: 1376-01-672-9351

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with 7548645 revision AU, dated 24 Feb 2021.
- (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 7548645 revision AU, dated 24 Feb 2021. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

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(d) The following shall apply to drawing 7548645 revision AU, dated 24 Feb 2021:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1,20PA1007, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0002 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: PBX-9501 - Department of Energy
NSN: 1376-01-076-3415

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with 7548645 revision AM, dated 25 FEB 2014.

(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 7548644, revision M, dated 12 JUNE 1985. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to drawing 7548645, revision AM, dated 25 FEB 2014:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

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(g) POP VERIFICATION

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

(h) HEAT TREAT WOOD QUALITY MARKING

(1) In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

(i) MARKING

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

(j) Palletization shall be in accordance with 8601635, revision B, dated 07 AUG 2019. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. 2-D barcodes are required.

*** END OF NARRATIVE D0004 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: Nitrotriazolone (NTO)
NSN: NA

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with Provisional Packing Instructions (PPI) 19-121 revision -, dated 05 NOV 2019. This PPI will be updated annually, so the most current revision should always be used.

(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 PPI 19-121, revision -, dated 05 NOV 2019. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to PPI 19-121, revision -, dated 05 NOV 2019:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

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(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1, revision 1, dated 1 OCT 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0005 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: PAX-2A EXPLOSIVE COMPOSITION (TYPE I)
NSN: 1376-01-538-5776

NOMEN: PAX-2A, Type II
NSN: 1376-01-688-2428

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with Provisional Packing Instructions (PPI) 21-023 revision -, dated 15 MAR 2021. This PPI will be updated annually, so the most current revision should always be used.

(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 PPI 21-023, revision -, dated 15 Mar 2021. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to drawing PPI 021-023, revision -, dated 15 MAR 2021:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1,20PA1007, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0006 ***

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*** END OF NARRATIVE D0007 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: TRIAMINOTRINITROBENZENE (TATB), TYPE 1, Class 2
NSN: N/A

NOMEN: TRIAMINOTRINITROBENZENE (TATB), TYPE II DRY
NSN: N/A

NOMEN: TRIAMINOTRINITROBENZENE (TATB), TYPE III, Class 1
NSN: TBD

NOMEN: TRIAMINOTRINITROBENZENE (TATB), TYPE III, Class 2
NSN: TBD

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with DTL WS 23158, revision C, dated 14 Aug 2018.

(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 DTL WS 23158, revision C, dated 14 Aug 2018. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to drawing DTL WS 23158, revision C, dated 14 Aug 2018:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/4, revision 1, dated 1 OCT 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0008 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-10), TYPE I
NSN: TBD

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-10), TYPE II

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NSN: TBD

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with MIL-DTL-32057B, 06 April 2005.
- (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 MIL-DTL-32057B, 06 April 2005. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to drawing MIL-DTL-32057B, 06 April 2005:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

- (1) In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.
- (h) Palletization shall be in accordance with 19-48-4177/1, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0010 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: HIGH EXPLOSIVE, MELTA CASTABLE, PAX-48
NSN: 1376-01-689-4692

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with MIL-DTL-32419, 28 June 2018.
- (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 MIL-DTL-32419, 28 June 2018. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to drawing MIL-DTL-32419, 28 June 2018:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory

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following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0011 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: RDX TYPE II CLASS 1
NSN: 1376-00-764-8070

NOMEN: RDX (TYPE II, CLASS 3)
NSN: 1376-00-007-4875

RDX (TYPE II, CLASS 5)
NSN: 1376-00-007-4877

NOMEN: RDX (TYPE II, CLASS 7)
NSN: 1376-01-071-2164

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with MIL-DTL-398 revision D, dated 20 APR 2004.

(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 MIL-DTL-398, revision D, dated 20 APR 2004. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to drawing MIL-DTL-398, revision D, dated 20 APR 2004:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

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- (g) POP VERIFICATION
- (1) In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.
- (h) Palletization shall be in accordance with 19-48-4177/4, revision 1, dated 01 OCT 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0012 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: HMX (GRADE B, CLASS 1)
NSN: 1376-00-865-3850

NOMEN: HMX (GRADE B, CLASS 2)
NSN: 1376-00-865-3964

NOMEN: HMX GRADE B CLASS 3
NSN: 1376-00-865-4003

NOMEN: HMX (GRADE B, CLASS 5)
NSN: 1376-00-865-4435

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with MIL-DTL-45444, revision C, dated 20 April 2004.
- (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 MIL-DTL-45444, revision C, dated 20 April 2004. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to drawing MIL-DTL-45444, revision C, dated 20 April 2004:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

- (g) POP VERIFICATION
- (1) In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.
- (h) Palletization shall be in accordance with 19-48-4177/4, revision 1, dated 1 OCT 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

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*** END OF NARRATIVE D0013 ***

The following items shall comply the packaging requirements outlined below:

NOMEN: EXPLOSIVE, PLASTIC-BONDED MOLDING POWDER (PBXN-7), TYPE II
NSN: TBD

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with MIL-DTL-82874D, 20 September 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 MIL-DTL-82874D, 20 September 2010. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to drawing MIL-DTL-82874D, 20 September 2010:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0014 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: CMX-9
NSN: N/A

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with MIL-E-82895 W/ AMENDMENT 1, revision -, dated 17 SEP 2004.
- (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 MIL-E-82895 W/ AMENDMENT 1, revision -, dated 17 SEP 2004. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to MIL-E-82895 W/ AMENDMENT 1, revision -, dated 17 SEP 2004:

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(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0015 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: EXPLOSIVE, PLASTIC-BONDED PRESSED (PBXN-11)
NSN: 1376-01-497-4435

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with MIL-STD-32064 (OS) w/amendment 3, revision -, 30 September 2004.

(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 MIL-STD-32064 (OS) w/amendment 3, revision -, 30 September 2004. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.

(d) The following shall apply to drawing MIL-STD-32064 (OS) w/amendment 3, revision -, 30 September 2004:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/1, revision 5, dated 1 JAN 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0016 ***

The following items shall comply with the packaging requirements outlined below:

NOMEN: HMX80S
NSN: 1376-01-262-5397

PACKAGING REQUIREMENTS

- (a) Packaging shall be in accordance with WS27816 revision A, dated 27 APR 2011.
- (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 WS27816, revision A, dated 27 APR 2011. 2-D barcodes are required in accordance with 12999545, rev J, dated 26 January 2018.
- (d) The following shall apply to WS27816, revision A, dated 27 APR 2011:
- (e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

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

(g) POP VERIFICATION

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

(h) Palletization shall be in accordance with 19-48-4177/4, revision 1, dated 1 OCT 2017. Marking shall be in accordance with ACV00561, Revision G, dated 26 JAN 2018. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

*** END OF NARRATIVE D0017 ***

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SECTION E - INSPECTION AND ACCEPTANCE

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

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

- ISO 9001:2015; only design/development exclusions permitted

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

MIL-STD-1916

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

*** END OF NARRATIVE E0001 ***

STATISTICAL PROCESS CONTROL

Part I - General Statistical Process Control Requirements

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

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

Date of Acceptance _____

Contract Number(s) _____

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are

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encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

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

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

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

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in 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 Contracting Officer, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

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

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

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

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

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

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

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

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

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

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(1) Not used.

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

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

Part II - Detailed Requirements Pertaining to Plan Submittal

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

1.0 General Management Plan: This section shall define management's SPC responsibilities and involvement and shall include managements commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope: Describe the 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 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 gauge capability studies and describe how and when these studies are applied. Repeatability and accuracy of gauges 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:

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- a. Type of charts to be used (i.e., \bar{x} bar/R \bar{x} bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
- b. Procedures for establishing and updating control limits, including frequency of adjustments.
- c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
- d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

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

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

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

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

*** END OF NARRATIVE E0002 ***

REWORK AND REPAIR OF NONCONFORMING MATERIAL

(a) Rework and Repair are defined as follows:

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

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the

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Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QARs disapproval.

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

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

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

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

*** END OF NARRATIVE E0003 ***

DESTRUCTIVE TESTING

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

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

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

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

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

*** END OF NARRATIVE E0004 ***

MEASUREMENT SYSTEM EVALUATION

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

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

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

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

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

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

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oscilloscopes.

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

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

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

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

(c) AIE: The contractor shall provide all AIE necessary to ensure conformance of components and end-items to contract requirements. AIE shall include inspection, measuring, and test equipment whether Government furnished or contractor furnished (including commercially acquired) along with the necessary specifications and procedures for their use (see ISO 10012, paragraph 6.2.1). The AIE shall not create or conceal defects on the product being inspected. All AIE documentation shall contain sufficient information to permit evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see applicable DID referenced in DD Form 1423).

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

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

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

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

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

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

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

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

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

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

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

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

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(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 ____% at a ____% Confidence Level for Critical/Special Characteristics

(2) Reliability of ____% at 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 Critical Characteristic Control. In addition, if the AAIE accepts a major and/or minor characteristic reject standard the contractor shall act in accordance with paragraph 8.3 of ISO 10012 or paragraph 5.2.3 of ANSI/NCSL Z540.3.

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

(7) The Contractor shall notify the Government prior to a modification and/or relocation of the Government-approved AAIE. The modified AAIE designs shall be submitted for approval. The modified and/or relocated AAIE shall require submission of the acceptance test plan (prove-out) and results for review and approval prior to use. The modified and/or relocated AAIE shall be in accordance with paragraphs (g)(1) through(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): The Contractor shall submit detailed plans for qualifying and certifying NDT personnel and plans for qualification and ongoing use of NDT methods used for inspecting product. If re-qualification of NDT personnel and/or NDT methods is required, then the applicable plans shall be submitted.

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

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

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

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

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

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

(o) Navy Furnished Gages: When gages are listed in paragraph (o)(9) below, the Navy Special Interface Gage (NSIG) Requirement paragraphs (o)(1) through (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 (see DD Form 1423).

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

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

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

- (i) Shipping, MIL-STD-2073, DOD Standard Practice for Military Packaging
- (ii) Marking, MIL-STD-129, Marking for Shipment and Storage.

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

*** END OF NARRATIVE E0005 ***

FIRST ARTICLE TEST (CONTRACTOR TESTING)

(a) The first article shall consist of the requirements of the following item specifications, 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.

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- Composition A-3 MIL-DTL-440D
- Composition A-4 MIL-DTL-440D
- Composition A-5 Class 1 MIL-DTL-14970E
- Composition B Type I Grade A MIL-C-401E w/ Amd 1
- Composition B4 MIL-C-46652A w/ Amd 2
- Composition C-4 MIL-DTL-45010B
- Composition D-2 MIL-DTL-18164B w/ exceptions in ADL 5388922
- CXM-7 Type II MIL-DTL-82907B
- CXM-9 MIL-E-82895 w/ Amd 1
- CXM-10 Type 1 MIL-DTL-32189C
- CXM-10 Type 2 MIL-DTL-32189C
- CXM-10 Type 3 MIL-DTL-32189C
- CXM-11 MIL-DTL-32230A
- CXM-12 WS 35664
- CXM-AF-5 MIL-DTL-20084713A
- CXM-AF-7 MIL-DTL-20065102A
- HMX 80S WS 27816
- HMX GRADE B CLASS 1 MIL-DTL-45444C w/ Amd 1
- HMX GRADE B CLASS 2 MIL-DTL-45444C w/ Amd 1
- HMX GRADE B CLASS 3 MIL-DTL-45444C w/ Amd 1
- HMX GRADE B CLASS 5 MIL-DTL-45444C w/ Amd 1
- IMX-101 MIL-DTL-32357
- IMX-104 MIL-DTL-32425 w/ Amd 2
- LX-14-0 MIL-H-48358 w/Amd 7
- NTO Coarse MIL-TDL-32355 w/ Amd 3
- Octol 75/25 MIL-O-45445B w/ Amd 1
- PAX-2A, Type I MIL-DTL-71053A
- PAX-2A, Type II MIL-DTL-71053A
- PAX-3 Type III MIL-DTL-32636
- PAX-48 MIL-DTL-32419
- PBX-9501 RM6K0015
- PBXN-5 Type I Class 3 MIL-E-81111C
- PBXN-5 Type 2 Class 3 MIL-E-81111C
- PBXN-7 Type 1, Class 2 MIL-DTL-82874E
- PBXN-7 Type 2 MIL-DTL-82874E
- PBXN-9 MIL-DTL-82875A
- PBXN-10 Type I MIL-DTL-32057B
- PBXN-10 Type II MIL-DTL-32057B
- PBXN-11 Class I MIL-DTL-32064 w/ Amd 3
- PBXN-12 Type I MIL-DTL-32280A
- PBXN-12 Type II MIL-DTL-32280A
- RDX TYPE II CLASS 1 MIL-DTL-398D w/ ECP BAE-19M-001 & BAE-15D-001
- RDX TYPE II CLASS 3 MIL-DTL-398D w/ ECP BAE-19M-001 & BAE-15D-001
- RDX TYPE II CLASS 5 MIL-DTL-398D w/ ECP BAE-19M-001 & BAE-15D-001
- RDX TYPE 2 CLASS 7 MIL-DTL-398D w/ ECP BAE-19M-001 & BAE-15D-001
- TATB Type I Class 2 DTL WS 23158C
- TATB Type II (DRY) DTL WS 23158C
- TATB Type III Class 1 DTL WS 23158C
- TATB Type III Class 2 DTL WS 23158C

(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

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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 one-year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) One-time qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractors facility and certifications are submitted with the First Article Test Report.

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

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

(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 180 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

*** END OF NARRATIVE E0006 ***

SUPPLEMENTAL WARRANTY INFORMATION

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

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

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

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends 1,095 days later.

*** END OF NARRATIVE E0007 ***

AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING

(a) Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term should 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

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- (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. The Contractor are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html> . A nominal fee is charged for each certificate. The Contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

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

- (c) HELP Numbers are as follows:
- MHP Access (256)313-2143; DSN 897-2143
 - JMC Quality Administrators for WARP issues (309)782-2697 or (309)782-7107

(d) Worldwide Ammunition-data Repository Program (WARP): An online users manual will provide additional help in the development of an ammunition data card. It is recommended that the Contractor download and read the users manual prior to inputting the initial data card. The users manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(e) Ammunition Data Card Input: Ammunition Data Card 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 usarmy.ria.jmc.mbx.warp@army.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. A new contractor that does not have a manufacturer's identification symbol can obtain one by sending an email to usarmy.ria.jmc.mbx.warp@army.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 the Contractor within a specially designed Lot Acceptance Test Report (LATR) module.

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

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

*** END OF NARRATIVE E0008 ***

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AMMUNITION DATA CARDS

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

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

(c) 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.

(d) Unless otherwise authorized by the 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:

COMPOSITION B, TYPE I Grade A
MIL-DTL-398D RDX
MIL-DTL-248D TNT
MIL-W-20553D Indramic Wax

COMPOSITION C-4
MIL-DTL-398D RDX
A-A-59410A DMDNB
DOD-D-23443B DOA
MIL-P-13298A PIB
MIL-P-14796 Process Oil

CXM-7
MIL-DTL-398D RDX
DOD-D-23443B DOA

CXM-AF-5
MIL-DTL-398D RDX
DOD-D-23443B DOA

CXM-AF-7
MIL-DTL-398D RDX
DOD-D-23443B DOA

PBXN-12
MIL-DTL-45444C HMX
WS 23158C TATB
7428223 Viton

CXM-10, TYPE I
MIL-DTL-45444C HMX
AS 2328A Isodecyl Pelargonate (IDP)

CXM 10, TYPE II
MIL-DTL-45444C HMX
AS 2328A Isodecyl Pelargonate (IDP)

CXM 10, TYPE III
MIL-DTL-45444C HMX
AS 2328A Isodecyl Pelargonate (IDP)

HMX, GRADE B, CLASS 1
Commercial Spec Acetic Acid

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Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

HMX, GRADE B, CLASS 2
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

HMX, GRADE B, CLASS 3
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

HMX, GRADE B, CLASS 5
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

CXM-11
MIL-DTL-45444C HMX
AS 2328A Isodecyl Pelargonate (IDP)

PBXN-7, TYPE 2
MIL-DTL-398D RDX
WS 23158C TATB
7428223 Viton

PBXN-9
DOD-D-23443B DOA
MIL-DTL-45444C HMX
WS 32630A Hytemp

RDX, TYPE 2, CLASS 1
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

RDX, TYPE 2, CLASS 3
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

RDX, TYPE 2, CLASS 7
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502B Hexamine
Commercial Spec Nitric Acid

RDX, TYPE 2, CLASS 5
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia

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MIL-H-502B Hexamine
Commercial Spec Nitric Acid

IMX-101
MIL-DTL-32354A DNAN
MIL-DTL-32355 w/amd 1 NTO
MIL-N-494A w/draft apdx Nitroguanidine

IMX-104
MIL-DTL-398D RDX
MIL-DTL-32354A DNAN
MIL-DTL-32355w/amd 1 NTO

TATB, TYPE 2 (DRY)
Commercial Spec Ammonia
Commercial Spec Nitric Acid
A-A-59893 TCB
Commercial Spec Toluene

PBXN-10 Type 1
MIL-DTL-398D RDX
WS 32630A Hytemp
DOD-D-23443B DOA

HMX 80S
Commercial Spec Acetic Acid
Commercial Spec Acetic Anhydride
Commercial Spec Ammonia
MIL-H-502 Hexamine
Commercial Spec Nitric Acid

LX-14
MIL-DTL-45444C HMX
MIL-P-63196A Polyurethane Elastomer

PBXN-5 Type I Class 3
MIL-DTL-45444C HMX
7428223C Viton

PBXN-5 Type II Class 3
MIL-DTL-45444C HMX
7428223C Viton

PBXN-10 Type 2
MIL-DTL-398D RDX
WS 32630A Hytemp
DOD-D-23443B DOA

PBXN-11
MIL-DTL-45444C HMX
DOD-D-23443B DOA
WS 32630A Hytemp

Composition A-3
MIL-DTL-398, RDX Type II
MIL-W-20553, Desensitizing wax

Composition A-4
MIL-DTL-398, RDX Type II
MIL-W-20553, Desensitizing wax

Composition A-5 Class 1
MIL-DTL-398, RDX Type II, Class 1
MIL-S-271, Stearic acid

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Composition B4
MIL-DTL-398, RDX
MIL-T-248, TNT
Calcium Silicate, MIL-C-51077

Composition D-2
MIL-L-3061, Lecithin
MIL-W-20553, Wax, Desentizing
Nitrocellulose, TT-N-350 Type II

CXM-9
MIL-H-45333, HMX Grade B
WS 33247, LMA
MIL-L3061, Lecithin

CXM-11
MIL-DTL-45444, HMX
AS 2328, IDP

CXM-12
MIL-DTL-45444, HMX
DOD-D-23443, DOA

NTO Coarse
Commercial spec, Nitric Acid

Octol 75/25
MIL-DTL-248, Trinitrotoluene
MIL-DTL-45444, HMX

PAX-2A, Type I
MIL-DTL-45444, HMX
WS 1141, BDNPA/F
CAB-381-20, CAB

PAX-2A, Type II
MIL-DTL-45444, HMX
WS 1141, BDNPA/F
CAB-381-20, CAB
ASTM D 5675, Fluoropolymer micropowder

PAX-3, Type III
MIL-DTL-45444, HMX
MIL-DTL-512, Aluminum Powder
WS 1141, BDNPA/F
CAB-381-20, CAB

PAX-48
MIL-DTL-45444, HMX
MIL-DTL-32355, NTO
MIL-DTL-32354, DNAN

PBX-9501
MIL-DTL-45444, HMX
PS6K0291-000, Polymer
13Y-188412, Plasticizer
Commercial spec, Stabilizer

(e) The component items identified below are from paragraph (d) 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 (d) above N/A, components as follows: N/A

(f) 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

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constructed through contractor lot number convention.

- (g) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (e) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.
- (h) 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 (e) above. The WARP users manual provides information on the level of detail required.
- (i) A sample ADC shall be developed and submitted to the WARP system 30 days prior to First Article testing or 30 days prior to production in the event a first article is not required. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

*** END OF NARRATIVE E0009 ***

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

- (a) The contractor shall prepare Energetic Material Description Sheets and Propellant Loading Authorization Sheets in accordance with MIL-STD-1171B when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (WARP) shall be utilized to store the data sheets required by MIL-STD-1171B. The Munitions History Program (MHP) network located at <https://mhp.redstone.army.mil/> must be used to gain access to WARP.
- (b) The requirements of MIL-STD 1171B specified in the CDRL is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.
- (c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Description Sheets and Loading Authorizations module located in the WARP system.
- (d) The presence of the Contractor's typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.

The explosives/chemicals requiring Description Sheets for Explosives, Chemicals are:

Composition A-3
Composition A-4
Composition A-5 Class 1
Composition B Type I Grade A
Composition B4
Composition C-4
Composition D-2
CXM-7
CXM-9
CXM-10 Type 1
CXM-10 Type 2
CXM-10 Type 3
CXM-11
CXM-12
CXM-AF-5
CXM-AF-7
HMX 80S
HMX GRADE B CLASS 1
HMX GRADE B CLASS 2
HMX GRADE B CLASS 3
HMX GRADE B CLASS 5
IMX-101
IMX-104
LX-14-0
NTO Coarse
Octol 75/25
PAX-2A, Type I
PAX-2A, Type II
PAX-3 Type III
PAX-48
PBX-9501

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PBXN-5 Type I Class 3
 PBXN-5 Type 2 Class 3
 PBXN-7 Type 1, Class 2
 PBXN-7 Type 2
 PBXN-9
 PBXN-10 Type I
 PBXN-10 Type II
 PBXN-11 Class I
 PBXN-12 Type I
 PBXN-12 Type II
 RDX TYPE II CLASS 1
 RDX TYPE II CLASS 3
 RDX TYPE II CLASS 5
 RDX TYPE 2 CLASS 7
 TATB Type I Class 2
 TATB Type II (DRY)
 TATB Type III Class 1
 TATB Type III Class 2

*** END OF NARRATIVE E0010 ***

2-D BAR CODING

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

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

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

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

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

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

*** END OF NARRATIVE E0011 ***

Government Furnished Material (GFM)

(a) GFM will be provided to support this requirement in accordance with the table below.

Product Name	GFM
IMX 101	NQ
CXM-9	LMA
PBXN 12 Type II	TATB
PBXN-7 Type II	TATB

(b) The Contractor shall assume that all other components, not listed above, for all CLINs on the matrix will be contractor furnished. For any 3rd party DoD products not listed above, the GFM shall be negotiated with those entities procuring the product. Government furnished material shall not be used for commercial sales.

*** END OF NARRATIVE E0012 ***

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SECTION F - DELIVERIES OR PERFORMANCE

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-15	STOP-WORK ORDER	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	FEB/2006
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-61	F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-10	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	MAR/2022
F-11	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2022

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

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

"Concatenated unique item identifier" means

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html> .

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

- (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

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

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N/A	N/A
N/A	N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

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

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- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

F-12 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS

FEB/2006

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

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

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

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

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

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

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

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(b) The Contractor shall --

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

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

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

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

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;

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

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (carload, truckload, less-load,

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_____ wharf, flatcar, driveaway, etc.)

(End of Clause)

Required Delivery Schedule

(a) All production orders placed under the HSAAP contract shall be delivered within 12 months of award, with the exception of those orders placed in the first ordering period. Production orders placed within the first ordering period shall be delivered within 24 months of award. Exceptions to the delivery schedule requirements identified herein may only be authorized upon written approval by the Contracting Officer.

(b) In the event of a national emergency, including engagement in conflict or declaration of war, the Government reserves the right to establish expedited delivery schedule requirements at no cost to the Government, and the Government shall not be held liable for any effect resulting from schedule revisions associated with the conditions described herein.

(c) Any delinquencies or delays in delivery caused by the Contractor's failure to successfully complete First Article Testing will be deemed contractor fault and will not constitute an excusable delay. Government denial of the Contractor's First Article Test plans and/or denial of the Contractor's request to waive First Article Testing is also not be considered an excusable delay for any delinquencies in delivery.

(d) Disputes and controversies of any nature whatsoever between the Government and Contractor regarding this narrative will be settled via determination by the Contracting Officer. The Contracting Officer's determination shall be final and binding on the Government and Contractor.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items--

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

TBD

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

TBD

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

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

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

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

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

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

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WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

(g) WAWF point of contact.

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

TBD

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

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

OWNERSHIP OF PROPERTY AND RIGHTS TO INTELLECTUAL PROPERTY

(a) Ownership of Personal Property:

In accordance with, FAR 52.245-1, Government Property, and PWS 2 - Government Property Management, the Government will retain title and ownership to all Government-furnished property and modifications to Government furnished property provided under the contract. In addition, the Government will establish title and ownership in all property acquired and/or utilized by the Contractor in the performance of the contract as provided for in FAR 52.245-1. Pursuant to FAR 52.245-1, paragraph (e)(2), this narrative establishes specific requirements for passage of title, wherein title to property acquired, fabricated, or utilized by the Contractor for use on fixed price contracts or fixed price line items will vest with the Government, rather than be retained by the Contractor. This requirement for passage of title to the Government for property acquired and/or utilized by the Contractor under fixed price efforts applies to acquisitions under the contract resulting from solicitation W52P1J-19-R-0142, as well as third party contracts authorized by the Government under the contract. The requirement for Government title includes, but is not limited to, plant equipment required to maintain capabilities to produce ingredients and explosives for the Government at HSAAP. The Government will retain title and ownership of all personal property that is maintained, upgraded, replaced, or added, as necessary, to sustain existing, new, or additional capabilities as may be determined by the Government throughout the life of the contract. No separate funding will be provided, except in the case of direct funded PWSs. Title to any property, including special tooling and test equipment, will vest to the Government in accordance with FAR 52.245-1, PWS 2, and the provisions of this narrative, whether provided or acquired and/or utilized under fixed-priced, or cost reimbursable contract efforts, and whether as a direct, or indirect cost item. In clarification, this provision applies only to the Contractor and does not apply to the property of Contractor's subcontractors or ARMS tenants, unless that property was purchased with ARMS funds or is part of the Army's capacity (as described in Narrative B0002, Industrial Capacity); it does not apply to the Contractor's property acquired or used solely for commercial production unless that property is part of the Army's capacity. Commercial Production includes any business activity not undertaken pursuant to the performance of the production, facility or 3rd party contracts. For property acquired and/or utilized by the Contractor under fixed price efforts, where absent the provisions of this narrative, title would have vested in the Contractor, title will vest with the Government at the end of the final contract performance period, whether or not the contract is extended.

Once acquired/utilized by the Contractor in performance of the contract, the property shall not be removed from HSAAP without approval of the Contracting Officer except for repair/modification with subsequent return to HSAAP. Prior to passage of title, the Contractor shall manage and maintain the property in accordance with PWS 2 - Government Property Management and PWS 8 - Maintenance of Facilities; and plans and procedures associated with those PWSs. The Contractor shall provide a Transferable Property List of all tagged property acquired in performance of the contract, including investment projects, wherein title is vested with the Contractor until transfer to the Government at the end of the contract as outlined herein and in accordance with Exhibit B, CDRL AM-003, Transferable Property List.

(b) Technical Data Rights:

Through the contract resulting from solicitation W52P1J-19-R-0142, the Government will establish rights in all technical data required or used to produce explosives and ingredients at HSAAP, as well as operate and maintain HSAAP, including the processes and procedures used to maintain those capabilities as determined by the Government throughout the life of the contract; as well as technical data used in the performance of prime and third party contracts for other than explosives and ingredients. The Contractor will ensure that the Government obtains right to IP regardless of the source (i.e., IP obtained from a public domain, purchased/licensed from the incumbent/a previous operator, or developed at private expense). For the purpose of this narrative, technical data includes, but is not limited to, all manufacturing instructions, standard operating procedures, process records, descriptions of manufacture, operating and inspection procedures, quality performance and test procedures, maintenance procedures, maintenance schedules and records, operating manuals, explosive production scheduling, planning, and utilization models, management manuals, training manuals, drawings, product specifications, shipping classifications, maintenance job aids, material and material purchase descriptions, software, software applications, software source code, and any other recorded information (regardless of the form or method of recording) of a scientific or technical nature (including computer databases and computer software documentation). Technical data does not include administrative or management data incidental to contract administration.

Technical data rights for non-commercial software and software applications encompass, but are not limited to, system design and architecture, program source code, interfaces, and associated system and user documentation. Data rights for commercial off the shelf (COTS) software applications encompass features of tailoring necessary for software implementation/functionality at HSAAP, including but not limited to customized scripts, database parameters, screens, reports, interfaces and user documentation.

Technical data rights in software and software applications include all features necessary to enable a successor to continue use, maintain, or modify the software systems in place should the successor choose to use the same non-commercial software and/or license the same COTS software. While technical data rights are established by DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, the Government requires as a result of this contract, nothing less than Government purpose rights in technical data as defined by DFARS 252.227-7013, DFARS 252.227-7014, and this narrative. Accordingly, irrespective of the source of funds, the Contractor grants nothing less than Government purpose rights in all technical data used in the execution of any contract awarded under solicitation W52P1J-19-R-0142, as well as third party contracts under the contract. In clarification, this grant (of nothing less than Government purpose rights) applies only to the technical data of the Contractor; it does not apply to the technical data of the Contractor's subcontractors or ARMS

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tenants, or technical data associated solely with commercial production, with the exception of technical data of a subcontractor(s) or ARMS tenant(s) used to operate and/or maintain Government property, modifications to Government property, or property whose title to will vest with the Government under the provisions of the preceding paragraph. In these instances, the Government will receive no less than Government purpose rights to that technical data. No separate funding will be provided for these rights in technical data. Any costs associated with the rights granted to the Government must be included in the unit prices proposed. Additionally, the Government will receive Unlimited Rights to all technical data developed as a result of direct funded modernization or other projects, to include any technical data created (developed) as a result of integrating modernization projects at the facility, and/or technical data developed to operate modernized equipment and facilities and the procedures to produce product on modernized equipment and facilities. Unless otherwise approved in advance by the Contracting Officer, the Government shall receive Government purpose rights at that point in time when the technical data is implemented in performance of this contract and/or third party contracts. Where technical data is associated with property acquired/utilized by the Contractor under fixed price efforts, Government purpose rights to technical data will be established upon implementation, per this paragraph, regardless of the later (end of contract) transfer of title to the property itself defined in the preceding paragraph. Government purpose rights will convert to unlimited rights according to DFARS 252.227-7013 and DFARS 252.227-7014, or at the end of this contract (i.e. at the end of the base period or upon expiration of the final option period if exercised), whichever occurs earlier. Technical data will be provided to the Government at the end of the contract performance period in its most current form; i.e., current as of the last date of its use.

The Contractor shall provide access to technical data to the Contracting Officer and representatives designated by the Contracting Officer during the course of this contract. The Contractor must deliver all applicable technical data to the Government on an annual basis by no later than 31 December of each year and certify that it is free of all proprietary information in accordance with the certification at Attachment 0031. After the initial full transfer to the Government, subsequent transfers on the one-year cycle shall only be updated or new documents. Technical data shall be delivered in its current form as of the date of submission. The form/media to be used for technical data delivery (e.g., electronic, flat file) will be specified by the Contracting Officer at that time and must facilitate its transfer to, and use by, the Government (CDRL AM-004). The Contractors support and performance of the IP deliverables will be provided at no additional cost to the Government and requests for IP pursuant to the terms of this clause will not be subject to the changes clause.

For the purposes of this narrative, utilized by the Contractor means required or used to produce explosives and ingredients at HSAAP, as well as operate and maintain the facility, to include any activity executed at the facility to meet Government requirements. Third party refers to the Contractors sale of products or services where the end product will be delivered to the U.S. Government.

*** END OF NARRATIVE H0001 ***

RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

(a) Except for DNAN, all explosives and ingredients which HSAAP is capable of producing shall be produced within the United States or its outlying areas.

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

(c) The contractor shall insert the substance of this narrative, including this paragraph (d), in every subcontract for items or components identified above.

*** END OF NARRATIVE H0002 ***

CONGRESSIONAL VISITS

GOCO installations must comply with AR 1-20. Therefore, the contractor shall forward any requests for visits by Members of Congress to the Installation Commander for approval. The contractor does not have the right to approve nor to disapprove a Congressional visit. The contractor shall not invite a Member of Congress to the installation without prior approval from the Installation Commander. The contractor may work with the Government staff in developing an agenda, if requested by the Installation Commander. A Government representative is required to be present at all meetings with a Member of Congress held on the installation. The contractor will follow all Army election year guidance concerning conduct during Congressional visits (see AR 360-1). Members of Congress and their staff are also subject to applicable laws, Executive Orders, and ARs pertaining to access to classified and personnel information (AR 380-5 and AR 340-21). For purposes of this section, the term "Member of Congress" includes not only U.S. Senators and Representatives, but also anyone from the district staff of a Member, the DC staff of a Member, or the professional staff of a Congressional committee.

*** END OF NARRATIVE H0003 ***

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CONTRACTOR PERFORMANCE INFORMATION

The successful offeror 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 DoD Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract.

*** END OF NARRATIVE H0004 ***

NEGOTIATION OF LABOR AND INDIRECT RATES FOR DIRECT FUNDED PROJECTS

The Government reserves the right to include a labor rate and indirect rate reopener in all projects that are negotiated during which time the operating contractor does not have a direct and/or indirect Forward Pricing Rate Agreement (FPRA) in place or if the Government cannot determine proposed rates fair and reasonable. All labor rate and indirect rates will be subject to a net downward adjustment only, exclusively for application of the negotiated FPRA or negotiated rates/actuals. In the event the rate reopener results in a reduction in contract costs, a corresponding profit/fee adjustment will also be made. Should a FPRA be finalized prior to closing of negotiations, the rates will be incorporated and no reopener will be necessary. Such adjustments will not represent a change to the contract and will not be subject to a request for equitable adjustment.

*** END OF NARRATIVE H0005 ***

CONTRACTOR RESPONSIBILITY FOR SAFETY

The contractor is responsible for safety in accordance with DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, and all other applicable safety requirements within this solicitation. The contractor and its employees are responsible for the safety of contractor operations and for the safety of all persons and property involved with or affected by contractor operations. Subject to all contract requirements, the contractor shall exercise its own independent judgment concerning the safety of its employees and its operations. The Government does not direct or control the manner of the contractor's operations; however, in the interest of preserving required mission capabilities and facilities, the Government has the right to conduct surveillance of the contractor's operations and take appropriate action to ensure that the contractor remedies any and all contract or safety violations. The presence of Government officials and safety personnel on the installation and the fact that the Government conducts or provides inspections, investigations, surveys, oversight, concurrences, approvals, advice or recommendations concerning the safety of contractor operations shall not affect the contractor's responsibility for safety. The purpose of any Army investigation at the installation is to ensure there are no conditions that adversely affect mission capability or combat readiness. Ensuring the safety of contractor employees is not the purpose of an Army investigation since this is the contractor's responsibility.

*** END OF NARRATIVE H0006 ***

INSTALLATION COMMANDER'S AUTHORITY

Notwithstanding the contractor's responsibility for the safety of its employees and operations, as well as the requirements in the contract, the Installation Commander and the Commander's Representative have the authority to stop operations or practices that, if allowed to continue, could reasonably be expected to result in death or serious physical harm to personnel, generate major system damage, or endanger the installation's ability to accomplish its mission. This authority allows for shutdown of a suspect operation or practice prior to the elimination of the perceived danger through regular channels, including an immediate shutdown in those situations to which the Installation Commander or the Commander's Representative determine that an activity presents as imminent hazard to life or property that threatens the mission of the Government. The Contractor shall cease operations immediately upon formal direction from the Installation Commander or the Commanders Representative. The Contractor shall not resume operations for a directed shut down until formal approval is granted by the Contracting Officer.

*** END OF NARRATIVE H0007 ***

EARNED VALUE MANAGEMENT SYSTEMS

Clauses 252.234-7001 - Notice of Earned Value Management System (Deviation 2015-00017) and 252.234-7002 - Earned Value Management System (Deviation 2015-00017) are not applicable to the initial contract award resulting from this solicitation. EVMS will only apply to modernization efforts solicited after award for which the Contracting Officer has determined EVMS necessary.

*** END OF NARRATIVE H0008 ***

FACILITY USE REQUIREMENTS (APPROVAL OF OUTSIDE ORDERS)

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The Contractor shall request approval from the Contracting Officer prior to accepting outside orders for the production of explosives at HSAAP, whether performed by the contractor or by a third party. Statements made by other Agencies allowing Holston facility use are not valid. The Contractor shall comply with all applicable provisions of the contract and any additional conditions placed on the individual third party facilities use approval. Failure to comply with the conditions of the facilities use approval will result in revocation of the approval to use the facilities for commercial or third party work. In no case will a Request/Approval for Facilities Use extend beyond the award contract period.

At the beginning of each Government fiscal year (NLT 15 OCT), the Operating Contracting shall provide the Government a listing, to include customers, explosives, quantities and utilization spreadsheet, of all 3rd Party DOD, DOE, and commercial orders anticipated for the year (CDRL AM-005). The Government will review and grant Facility Use approval/disapproval based on this listing submitted. If new 3rd Party DOD/DOE or commercial orders are received throughout the year, notification to the Government shall be made via a designated tab on the Production Schedule (CDRL A13-003), which tracks all 3rd Party DOD/DOE and commercial orders.

The contractor is required to meet all applicable Army/DOD safety, security, and environmental, regulations as called out in the Document Summary List, to include, but not limited to 27 CFR Regulation 555, when and if facility use for commercial explosives production by the contractor is authorized by the Government.

*** END OF NARRATIVE H0009 ***

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SECTION I - CONTRACT CLAUSES

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-2	SECURITY REQUIREMENTS	MAR/2021
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-15	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-16	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV/2021
I-17	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV/2021
I-18	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-19	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-20	52.210-1	MARKET RESEARCH	NOV/2021
I-21	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-22	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-23	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-24	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-25	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-26	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-27	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-28	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-29	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	NOV/2021
I-30	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-31	52.216-8	FIXED FEE	JUN/2011
I-32	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-33	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-34	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-35	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) -- ALTERNATE II (APR 2018)	APR/2018
I-36	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	SEP/2021
I-37	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-38	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION	MAY/2018
I-39	52.222-16	APPROVAL OF WAGE RATES	MAY/2014
I-40	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-41	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-42	52.222-26	EQUAL OPPORTUNITY	SEP/2016

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I-43	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-44	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-45	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV/2021
I-46	52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS	MAY/2014
I-47	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS	MAY/2014
I-48	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY/2022
I-49	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) -- ALTERNATE I (MAY 2011)	MAY/2011
I-50	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-51	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-52	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	MAY/2020
I-53	52.223-16	ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
I-54	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-55	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-56	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-57	52.224-2	PRIVACY ACT	APR/1984
I-58	52.224-3	PRIVACY TRAINING	JAN/2017
I-59	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-60	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-61	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-62	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-63	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-64	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-65	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-66	52.232-1	PAYMENTS	APR/1984
I-67	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-68	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-69	52.232-11	EXTRAS	APR/1984
I-70	52.232-17	INTEREST	MAY/2014
I-71	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-72	52.232-20	LIMITATION OF COST	APR/1984
I-73	52.232-22	LIMITATION OF FUNDS	APR/1984
I-74	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-75	52.232-25	PROMPT PAYMENT	JAN/2017
I-76	52.232-25	PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)	FEB/2002
I-77	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-78	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-79	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV/2021
I-80	52.233-1	DISPUTES	MAY/2014
I-81	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-82	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-83	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-84	52.236-8	OTHER CONTRACTS	APR/1984
I-85	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-86	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-87	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-88	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	SEP/2021
I-89	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-90	52.242-13	BANKRUPTCY	JUL/1995
I-91	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-92	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-93	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-94	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-95	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JAN/2022
I-96	52.245-1	GOVERNMENT PROPERTY	SEP/2021
I-97	52.245-9	USE AND CHARGES	APR/2012
I-98	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-99	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997

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I-100	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-101	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-102	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-103	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-104	52.248-1	VALUE ENGINEERING	JUN/2020
I-105	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-106	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-107	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-108	52.249-14	EXCUSABLE DELAYS	APR/1984
I-109	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-110	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-111	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-112	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-113	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-114	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-115	252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG/2019
I-116	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-117	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-118	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-119	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-120	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-121	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-122	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-123	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
I-124	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT	NOV/2020
I-125	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-126	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-127	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-128	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-129	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-130	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-131	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-132	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-133	252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC	SEP/2014
I-134	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-135	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	JUN/2022
I-136	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-137	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2020
I-138	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-139	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-140	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-141	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	AUG/2022
I-142	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-143	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-144	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-145	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-146	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-147	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-148	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-149	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-150	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000

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I-151	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	APR/2022
I-152	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-153	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-154	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-155	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	MAY/2013
I-156	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-157	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-158	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-159	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-160	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-161	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-162	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-163	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-164	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-165	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
I-166	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-167	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-168	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	JUN/2020
I-169	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-170	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)	JAN/1997

(a) The Contractor shall conduct first article test in accordance with Narrative E0006, First Article Test (Contractor Testing). 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 30 calendar days from the completion of the First Article Test to the Contracting Officer marked First Article Test Report: Contract No. ____, Lot/Item No. ____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in

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the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

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

(End of Clause)

I-171 52.216-7 ALLOWABLE COST AND PAYMENT AUG/2018

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

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

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

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(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the

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audit process:

- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at:
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>
 - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
 - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.
 - (M) Minutes from board of directors meetings.
 - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
 - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
 - (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
- (i) the agreed-upon final annual indirect cost rates,
 - (ii) the bases to which the rates apply,
 - (iii) the periods for which the rates apply,
 - (iv) any specific indirect cost items treated as direct costs in the settlement, and
 - (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.
- The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

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(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

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I-172 52.216-18 ORDERING

AUG/2020

(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 Schedule. Such orders may be issued from the effective date of the contract through 20 years after the effective date of the contract.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I-173 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 the minimum product ranges identified within the production price matrix at Attachment 0022, 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 an order exceeding 15,000,000 pounds within a single ordering period; or

(1) Any order for a single item in excess of the maximum product ranges identified within the production price matrix at Attachment 0022;

(2) Any order exceeding the cumulative family totals or any one ordering period as outlined below;

Prior to modernized facilities being transitioned to production:

RDX: 9,000,000 pounds
HMX: 2,000,000 pounds
IMX: 5,000,000 pounds

Post modernized facilities being transitioned to production:

RDX: 15,000,000 pounds
HMX: 2,000,000 pounds
IMX: 6,000,000 pounds

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

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

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

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may acquire the supplies or services from another source.

(End of Clause)

I-174 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 that have a delivery date exceeding 12 months after expiration of the final ordering period.

(End of Clause)

I-175 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract (ordering periods), including the exercise of any options under this clause, shall not exceed 20 years.

(End of Clause)

I-176 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (this amount will be agreed to in negotiation of individual cost-reimbursement efforts) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-177 52.232-16 PROGRESS PAYMENTS (DEVIATION 2020-00010) NOV/2021
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 90 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 Federal Acquisition Regulation (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 and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or 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 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.

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- (6) The total amount of progress payments shall not exceed 90 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 90 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 Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's 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 Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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(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 Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

- (1) The amounts included are limited to--
 - (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning

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progress payments--

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service 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 product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 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

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

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make 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)

I-178 52.232-32 PERFORMANCE-BASED PAYMENTS APR/2012

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

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

(c) Approval and payment of requests.

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

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

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

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the

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unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

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

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

(2) Performance of this contract is endangered by the Contractor's --

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

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

(f) Title.

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

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

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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

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

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

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

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

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

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

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and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

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

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

(k) Reservation of rights.

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

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

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

(2) The Government's rights and remedies under this clause --

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-179 52.243-7 NOTIFICATION OF CHANGES JAN/2017

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

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(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-180 52.244-2 SUBCONTRACTS

JUN/2020

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

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I-181 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is'' condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

- (1) All Real Property
- (2) Personal Property as outlined in Attachment 0018

(End of Clause)

I-182 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE JUN/2003

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

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

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

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days --

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

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

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

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

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

(c) Remedies available to the Government.

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(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(a) Definitions.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 60 days of being notified of the defect or nonconformance.

This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

I-184 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the TBD and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the TBD and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. TBD. This may be confirmed by contacting TBD.

(End of Clause)

I-185 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

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

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
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- See Attachment 0020, Hazardous Material Classification for Appropriate Fill-in Information -

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

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

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

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

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

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

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

(End of clause)

I-186	252.234-7002	EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017)
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SEP/2015

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

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractors EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractors EVMS plan.

(d) If this contract has a value of less than \$100 million, the Government will not make a formal determination that the Contractors EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractors EVMS for this contract does not imply a Government determination of the Contractors compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractors EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractors notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

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- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractors baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officers final determination concerning--

- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action;
 - (iii) System noncompliance, when the Contractors existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
 - (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.
- (4) If the Contractor receives the Contracting Officers final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractors EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

- (1) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause:
-1-
- (2) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:
-2-

(End of clause)

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I-187 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC/1991

(a) Definitions. As used in this clause

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

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

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

(i) Classified or sensitive information;

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

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

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

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

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

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

(End of clause)

I-188 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT NOV/2021

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

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

"Full cooperation"--

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

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

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

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

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(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

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the Contractors agents and subcontractors.

- (2) An internal control system.
- (i) The Contractors internal control system shall--
- (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractors internal control system shall provide for the following:
- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--
- (1) Monitoring and auditing to detect criminal conduct;
- (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

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I-189 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-190 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS NOV/2021
(a) Definitions. As used in this clause--

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-191	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV/2021
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(a) Definitions. As used in this clause--

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part

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73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil> . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil> .

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial

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services.

(End of clause)

I-192 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- OCT/2021
MODIFICATIONS (DEVIATION 2022-00001)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-1(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractors Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

- (1) The actual subcontract price; or
- (2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractors knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the certified cost or pricing data were available before the as of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data were known by the Contractor to be understated before the as of date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the as of date specified on its Certificate of Current Cost or Pricing Data.

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(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

I-193	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
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(a) The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

I-194	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	SEP/2021
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(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"--

(1) 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 (d) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to

Name of Offeror or Contractor:

control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards> .

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ____ assigned to contract number ____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

I-195	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019)	JAN/2022
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(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the

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Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-196 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN/2020
(a) Definitions. As used in this clause--

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-197 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUN/2020
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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I-198 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FEB/2021

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

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

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

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-199 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS JUN/2016

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

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

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list

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of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

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

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

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

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

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

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

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

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

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

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

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

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

(End of clause)

I-200 52.223-20 AEROSOLS
(a) Definitions. As used in this clause--

JUN/2016

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

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

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

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and

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(4) Commercial availability at a reasonable cost.

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

(End of clause)

I-201 52.223-21 FOAMS
(a) Definitions. As used in this clause--

JUN/2016

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

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

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

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

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

(End of clause)

I-202 52.230-2 COST ACCOUNTING STANDARDS
(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

JUN/2020

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost

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accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-203 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III SEP/2016

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

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I-204 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Clause)

I-205 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV/2020

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

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

(End of Clause)

I-206 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)

ACT

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

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

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this contract).

(End of clause)

I-207 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT MAY/2020
SYSTEMS (DEVIATION 2020-00015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract--

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that--
 - (i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or
- (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--
 - (i) In the Peoples Republic of China; or
 - (ii) By an entity domiciled in the Peoples Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I-208 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-00006) NOV/2021

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

- (1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
- (2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--
 - (i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
 - (ii) Items, defined in the EAR as commodities, software, and technology, terms that are also defined in the EAR, 15 CFR 772.1.
- (3) Ineligible transferees means individuals, entities, or countries--
 - (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://sam.gov> ;
 - (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
 - (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
 - (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

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(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not scrap.

(5) Serviceable or usable property means property with potential for reutilization or sale as is or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete the Plant Clearance Inventory Schedule using the Plant Clearance capability of the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE), an electronic equivalent of the SF form 1428, Inventory Disposal Schedule. Users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

- (1) The Plant Clearance Inventory Schedule requires the following:
- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
 - (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
 - (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
 - (iv) Appropriate Federal Condition Codes. See Appendix 2.5 of Volume 2 of DLM 4000.25-2, Supply Standards and Procedures, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <https://www.dla.mil/Portals/104/Documents/DLMS/manuals/dlm/v2/Volume2Change13Files.pdf>.

(2) If the schedules are acceptable, the plant clearance officer shall confirm acceptance in the GFP Module Plant Clearance capability, which will transmit an acceptance email to the contractor. The electronic acceptance is equivalent to the DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

- (h) Disposal of scrap.
- (1) Contractor with scrap procedures.

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(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

- (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
- (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or
- (iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

- (i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____require demilitarization, mutilation, or destruction by the Purchaser. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
- (ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

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Name of Offeror or Contractor:

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

AUTHORITY OF GOVERNMENT REPRESENTATIVE

The contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or its representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the contractor or to instruct the contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors, and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the contractor.

*** END OF NARRATIVE I0001 ***

ECONOMIC PRICE ADJUSTMENT - NATURAL GAS

(a) In accordance with FAR 16.203-4(d), in lieu of FAR 52.216-4, EPA - Labor & Material, the following EPA applies to the HSAAP solicitation. The EPA baseline and method for adjustments will be calculated in accordance with the narrative described herein.

- (1) Natural Gas: \$6.89
- (2) Offerors are cautioned that the aforementioned Natural Gas price is a baseline prices only and shall not be utilized for any other procurements.
- (b) No later than 31 October of each year the contractor shall provide its proposal for EPA to the Contracting Officer. The proposal shall include:
 - (1) Documentation to support the proposed unit price increase/decrease for natural gas
 - (2) Adjustments to the unit price of all production items subject to EPA
- (c) Promptly after the Contracting Officer receives the proposal under paragraph (a) of this narrative, but no later than 30 November of each year, the Contracting Officer and the contractor shall complete execution of unit price adjustments associated with the upcoming ordering period. Price adjustments will be derived from the change in Natural Gas price and the content factor identified in attachment 0030. Any EPA, including revised contract unit prices, will be incorporated into the contract.
- (d) EPA adjustments will apply to all future quantities ordered under the subsequent ordering period. A firm price commitment from the

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Name of Offeror or Contractor:

contractor is required for Natural Gas.

- (1) The contractor is obligated to hold the agreed to unit prices for the remainder of the ordering period.
- (2) The contractor or subcontractor/supplier agrees not to include any risk adjustment or additional profit in the EPA proposal.
- (e) Any price adjustment under this clause is subject to the following limitations:
- (1) Any adjustment shall be limited to the effect on the product unit price resulting from the actual fluctuation in Natural Gas. There shall be no adjustment for:
- (i) Projects and other explosives items wherein the materials are based on current market prices;
- (ii) Changes in product unit prices based on material other than Natural Gas.
- (iii) Changes in the material content of Natural Gas, as identified in Attachment 0030, unless otherwise negotiated as the result of a TDP change and incorporated into Attachment 0030.
- (iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit of the contractor or subcontractor/supplier.
- (2) The EPA will only apply if there is a change of at least +/- 2.5 percent in the cost of Natural Gas.
- (3) Cumulative EPA adjustments, to include both adjustments for natural gas and escalation (narrative I0004) together, shall not exceed 10 percent of product unit price. After final execution of unit price adjustments for an ordering period, no further adjustment to the unit prices will be made. There is no percentage limitation on the amount of decreases that may be made under this narrative.
- (f) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of materials shown below until three years after the date of final payment under this contract.
- (g) All matrix items are subject to EPA.
- (h) EPA Basis of Adjustment:
- (1) The basis for each EPA adjustment will be the NYMEX 12 month forward looking average price for Natural Gas at the time of EPA adjustment.
- (2) The Natural Gas content factors for each item is listed in Attachment 0030.
- (i) In the event the NYMEX is substantially altered or discontinued, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of NYMEX discontinuance or alternation. Failure to reach an agreement shall be subject to the "Disputes" clause of the contract.
- (j) Computation of EPA will be in accordance with the following methodology and the EPA Calculation Table:
- (1) The price used for adjustments will be in accordance with paragraph (h) above.
- (2) The difference, whether (+) or (-), between the adjusted NYMEX price in Column (5) and the base price provided by the Government in Column (4) will be entered in Column (6).
- (3) The difference, whether (+) or (-), in Column (6) shall be divided by the applicable base price in Column (4) (see paragraph (h) above). The resulting rate of change shall be entered in Column (7).
- (4) The material content factor in Column (3) will be multiplied by the material price difference (+) or (-) in Column (6), with the resulting amount entered in Column (8).
- (5) The adjustment amount in Column (8) shall be the basis for adjusting the contract unit price for the item in column (2).
- (6) The contract unit price adjustment will be computed for each eligible item and applied, when Natural Gas price changes meet the threshold criteria.

EPA (Natural Gas) Calculation Table

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Adjustment Period	Item	Material Content Factor	Base Price	Adjusted Material Price	Price Difference	Percent Change	EPA Adjustment

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TABLE

(a) Column (1) is the DO for which EPA adjustment is being made

(b) Column (2) is the item

(c) Column (3) is the material content factor for the specific item (Attachment 0030)

(d) Column (4) is the base year material unit price as defined in this narrative

(e) Column (5) is the adjusted Natural Gas price

(f) The remaining columns are for calculation of the EPA unit price adjustment for a given item; and to determine if the change in natural gas price meets the threshold criteria for EPA adjustment in paragraph (e) above.

Examples

An example of an upward adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	\$4.00	\$4.50	\$0.50	12.5%	\$0.05

Result: Since the change in Natural Gas (12.5%) is more than +/- 2.5%, the adjustment would increase the unit price by \$0.05.

An example of a downward adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	\$4.00	\$2.75	-\$1.25	-31.25%	-\$0.13

Result: Since the change in Natural Gas (-31.25%) is more than +/- 2.5%, the adjustment would decrease the unit price by \$0.13.

An example of no adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	\$4.00	\$3.95	-\$0.05	-1.25%	-

Result: Since the change in Natural Gas (-1.25%) is less than +/- 2.5%, the adjustment would not change the unit price.

End of examples

*** END OF NARRATIVE I0002 ***

REQUIRED INSURANCE

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

- (a) Workers Compensation: As required by Law
- (b) Employers Liability: Minimum liability limit \$100,000
- (c) General Liability: Minimum bodily injury limits, \$500,000 per occurrence
- (d) Automobile Liability: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

*** END OF NARRATIVE I0003 ***

ECONOMIC PRICE ADJUSTMENT - ESCALATION

(a) In accordance with FAR 16.203-4(d), the following EPA applies to the HSAAP solicitation. The EPA baseline and method for adjustments will be calculated in accordance with the narrative described herein.

- (1) EPA Baseline: Producer Price Index - FD49405 Government purchases, defense, table 1: Final Demand Less Energy (Commodity

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Code FD-49107), Unadjusted 12-Month Percent Change, 6.9%

(2) Offerors are cautioned that the aforementioned escalation rate is a baseline price only and shall not be utilized for any other procurements.

(b) No later than 31 October of each year the contractor shall provide its proposal for EPA to the Contracting Officer. The proposal shall include:

(1) Documentation to support the proposed percentage increase/decrease for the index

(2) Adjustments to the unit price of all production items subject to EPA

(c) Promptly after the Contracting Officer receives the proposal under paragraph (a) of this narrative, but no later than 30 November of each year, the Contracting Officer and the contractor shall execute unit price adjustments associated with the upcoming ordering period. Price adjustments will be derived from the change in the escalation rate identified in in paragraph (a)(1). Any EPA, including revised contract unit prices, will be incorporated into the contract.

(d) EPA adjustments will apply to all future quantities ordered under the subsequent ordering period.

(1) The contractor is obligated to hold the agreed to unit prices for the entire ordering period.

(2) The contractor or subcontractor/supplier agrees not to include any risk adjustment or additional profit in the EPA proposal.

(e) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on the product unit price resulting from the actual fluctuation in the index identified in paragraph (a). There shall be no adjustment for:

(i) Projects and other explosives items wherein the materials are based on current market prices;

(ii) Changes in product unit prices based on factors other than escalation

(iii) Associated indirect costs (burden, overhead, G&A, etc.) or profit of the contractor or subcontractor/supplier.

(2) The EPA will only apply if there is a change of at least +/- 1.0 percent in the annual escalation rate from the baseline.

(3) Cumulative EPA adjustments, to include both adjustments for natural gas (narrative I002) and escalation, shall not exceed 10 percent of product unit price. After final execution of unit price adjustments for an ordering period, no further adjustment to the unit prices will be made. There is no percentage limitation on the amount of decreases that may be made under this narrative.

(f) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of materials shown below until three years after the date of final payment under this contract.

(g) All matrix items are subject to EPA.

(h) EPA Basis of Adjustment:

(1) The basis for each EPA adjustment will be the Producer Price Index - FD49405 Government purchases, defense, table 1: Final Demand Less Energy (Commodity Code FD-49107), Unadjusted 12-Month Percent Change at the time of EPA adjustment minus the baseline escalation rate. This net percentage must be +/- 1.0%. This net percentage will be multiplied to the product unit price to calculate the total adjustment.

*****Examples*****

An example of an upward adjustment is as follows:

Unit price:	\$10.00
Baseline escalation rate:	6.9%
Escalation rate at time of EPA execution:	10.0%
Percentage change: (10% - 6.9%)	3.1%
Unit price adjustment amount: (\$10.00 x 3.1%)	\$ 0.31
Adjusted unit price: (\$10.00 + \$0.31)	\$10.31

An example of a downward adjustment is as follows:

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Unit price:	\$10.00
Baseline escalation rate:	6.9%
Escalation rate at time of EPA execution:	5.0%
Percentage change: (5.0% - 6.9%)	-1.9%
Unit price adjustment amount: (\$10.00 x -1.9%)	(\$ 0.19)
Adjusted unit price: (\$10.00 + (\$0.19))	\$ 9.81

An example of a non-adjustment is as follows:

Unit price:	\$10.00
Baseline escalation rate:	6.9%
Escalation rate at time of EPA execution:	7.5%
Percentage change: (7.5% - 6.9%)	0.6%

Since 0.6% is less than 1.0%, no adjustment is made.

*** End of examples***

(i) In the event the baseline index is substantially altered or discontinued, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of discontinuance or alternation. Failure to reach an agreement shall be subject to the "Disputes" clause of the contract.

*** END OF NARRATIVE I0004 ***

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - PRODUCTION ITEMS	27-SEP-2022	014	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST - PWS	27-SEP-2022	071	
Attachment 0001	PWS 1 - FACILITY PLANS, STRATEGIES, AND ANALYSES	27-SEP-2022	018	
Attachment 0002	PWS 2 - GOVERNMENT PROPERTY MANAGEMENT	27-SEP-2022	018	
Attachment 0003	PWS 3 - ENVIRONMENTAL	27-SEP-2022	064	
Attachment 0004	PWS 4 - SAFETY	27-SEP-2022	013	
Attachment 0005	PWS 5 - SECURITY/ANTITERRORISM	27-SEP-2022	021	
Attachment 0006	PWS 6 - UTILITIES AND ENERGY	27-SEP-2022	011	
Attachment 0007	PWS 7 - FIRE AND EMERGENCY SERVICES	27-SEP-2022	015	
Attachment 0008	PWS 8 - MAINTENANCE OF FACILITIES	27-SEP-2022	031	
Attachment 0009	PWS 9 - CYBER SECURITY	27-SEP-2022	010	
Attachment 0010	PWS 10 - OCCUPATIONAL HEALTH PROGRAM	27-SEP-2022	006	
Attachment 0011	PWS 11 - CONTRACT TRANSITION AND START-UP	27-SEP-2022	005	
Attachment 0012	PWS 12 - CONTRACT TRANSITION	27-SEP-2022	001	
Attachment 0013	PWS 13 - FACILITY OPERATIONS AND PRODUCTION REPORTING; PRODUCTION SUPPORT	27-SEP-2022	004	
Attachment 0014	PWS 14 - SUPPORT OF ONSITE GOVERNMENT STAFF AND NATURAL AND CULTURAL RESOURCES	27-SEP-2022	005	
Attachment 0015	PWS 15 - MATERIAL MANAGEMENT	27-SEP-2022	014	
Attachment 0016	PWS 16 - ARMAMENT RETOOLING AND MANUFACTURING SUPPORT	27-SEP-2022	014	
Attachment 0017	SAMPLE OPSEC PLAN	27-SEP-2022	015	
Attachment 0018	GOVERNMENT FURNISHED PROPERTY	27-SEP-2022	001	
Attachment 0019	DD254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION	27-SEP-2022	001	
Attachment 0020	HAZARDOUS MATERIAL CLASSIFICATION SPECIFICATION	27-SEP-2022	001	
Attachment 0021	ARMS TENANT USE AGREEMENTS	27-SEP-2022	005	
Attachment 0022	PRICE MATRIX - PRODUCTION	27-SEP-2022	001	
Attachment 0023	PRICE MATRIX - PWS	27-SEP-2022	001	
Attachment 0024	PRICE MATRIX - SUMMARY EVALUATION MATRIX	27-SEP-2022	001	
Attachment 0025	PRICE MATRIX - PRODUCTION (INDEMNIFIED)	27-SEP-2022	001	
Attachment 0026	SMALL BUSINESS PARTICIPATION PLAN	27-SEP-2022	003	
Attachment 0027	COMMERCIAL PAST PERFORMANCE QUESTIONNAIRE	27-SEP-2022	004	
Attachment 0028	AZIMUTH NON-DISCLOSURE AGREEMENT	27-SEP-2022	004	
Attachment 0029	CONTRACT DATA REQUIREMENTS LIST GUIDANCE	27-SEP-2022	002	
Attachment 0030	EPA ADJUSTMENT FACTOR	27-SEP-2022	001	
Attachment 0031	IP CERTIFICATION	27-SEP-2022	001	
Attachment 0032	EXAMPLE ORDER HSAAP	27-SEP-2022	002	

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

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

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.219-7000	ADVANCING SMALL BUSINESS GROWTH	SEP/2016
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2022

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

(2) The small business size standard is 750 employees.

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

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

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

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

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

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

☐ (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.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-7 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2021
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

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

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

- (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.
- (ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- ___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

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- (iii)

252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv)

252.225-7031, Secondary Arab Boycott of Israel.

Use with Alternate I.

(v)

252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi)

252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

Use with Alternate I.

(vii)

252.232-7015, Performance-Based Payments--Representation.

Use with Alternate I.
- (e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
- | FAR/DFARS
Provision # | Title | Date | Change |
|--------------------------|-------|------|--------|
| | | | |
| | | | |
- Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.
- (End of provision)
- K-8

52.204-24

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT

NOV/2021

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.
- (a) Definitions. As used in this provision--

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representations. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

- (i) For covered equipment--
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services--
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K-9	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

K-11 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION NOV/2021

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

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

- _____ (1) The Offeror certifies that--
 - (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in

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the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; and

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

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

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

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

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

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless--

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--
 - (i) Waived application under U.S.C. 2593e(d) or (e); or
 - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

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

(End of provision)

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K-12 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

[] (2) Outside the United States.

(End of provision)

K-13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

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single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[] Yes [] No

(End of provision)

K-14 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

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

☐ Yes ☐ No

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

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

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

(End of Provision)

K-15 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

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

For Freight Classification Purposes, Offeror Describes This Commodity as _____

(End of Provision)

K-16	252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION	MAY/2021
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The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov>

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for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

K-17252.217-7026IDENTIFICATION OF SOURCES OF SUPPLYNOV/1995

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

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

TABLE

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

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

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K-18

252.225-7973

PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT
SYSTEMS--REPRESENTATION (DEVIATION 2020-00015)

MAY/2020

(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring--

(1) An unmanned aircraft system (UAS), or any related services or equipment, that--

(i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--

(i) In the Peoples Republic of China; or

(ii) By an entity domiciled in the Peoples Republic of China.

(b) Representations. By submission of its offer, the Offeror represents that it will not provide or use--

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

K-19

252.239-7098

PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER
NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN
WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

APR/2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For purposes of evaluation, the term Offeror is defined as the entity submitting the proposal as identified on the SF33. All references to subcontractors and parent or affiliated companies within the proposal shall be clearly identified, to include their CAGE code. Proposal shall be submitted in accordance with this section. Offeror should thoroughly review Sections L and M prior to submitting a proposal. The following factors will be used to determine the best overall proposal: Production; Operations; Past Performance; Price; and Small Business Participation.

A. Proposal Submission.

1. Offeror shall submit its proposal to:

US Army Contracting Command - Rock Island
Attn: PCO, Mr. Jacob Harrison, CCRI-AMR
3055 Rodman Avenue
Rock Island, IL 61299-8000

2. A complete proposal shall include the following: cover letter, a table of contents, and separate volumes as indicated below:

- Volume 1 - Production Factor
 - Subfactor 1 - Technical and Schedule
 - Subfactor 2 - Program Management
- Volume 2 - Operations Factor
 - Subfactor 1 - Modernization
 - Subfactor 2 - Performance Work Statements (PWSs)
- Volume 3 - Past Performance Factor
- Volume 4 - Price Factor
- Volume 5 - Small Business Participation Factor
- Volume 6 - Indemnification Request Package (if being requested)
- Volume 7 - Executed copy of solicitation, including certifications and representations, JV agreements, small business subcontracting plan, and any solicitation amendments, signed by an individual authorized to bind the company.

3. Offeror shall submit its proposal in Adobe PDF (Portable Document Format) with the exception of the price matrices. Scanned PDF documents must be legible and shall have the ability to be viewed in Adobe Acrobat. The Offeror shall not lock or password protect any file. All DVD files shall be virus-scanned, searchable, reproducible, accessible, and printable. Bookmarks must be utilized to easily locate sections of the proposal. Offeror shall submit the following:

- Volume 1 - One (1) DVD
- Volume 2 - One (1) DVD
- Volume 3 - One (1) DVD
- Volume 4 - One (1) DVD
- Volume 5 - One (1) DVD
- Volume 6 - One (1) DVD
- Volume 7 - One (1) DVD

4. Volume 6, Indemnification request package is due 02 December 2022. All other volumes are due as indicated in Block 9 of the solicitation.

5. Each volume shall contain a table of contents and a matrix cross-referencing the proposal and the solicitation to allow the Government to ascertain that all required sections of the proposal are fully addressed. Each volume stands on its own for evaluation purposes and must include all information necessary for evaluation (e.g., if it is to be evaluated in response to a Section L, Volume 1 requirement, the information must be included in the Offerors Volume 1 proposal for it to be considered). Offerors are also required to provide all required information for each subfactor independently. When rating a subfactor, the Government will only evaluate the information provided in the section of the proposal addressing that particular subfactor. When rating a factor that does not have subfactors, the Government will only evaluate the information provided in that volume, unless specifically noted otherwise within that evaluation factor. The Government will not supplement the information found in one subfactor or volume with information found in another as part of its evaluation of the proposed approach; however, any inconsistencies found in the proposed approach under one volume or subsection which call into question the veracity, credibility, or reliability of statements made in other sections or volumes may be taken into consideration.

6. Each volume shall not exceed the following limitations. Pages shall be 8.5 inches x 11 inches; however, graphs and diagrams may use oversized paper of 8.5 inches x 14 inches or 11 inches x 17 inches. Any other page sizes are not permitted. Text size shall be no less than 12 point font; however, graphs and diagrams may use text size no less than 8 point font. All pages shall be numbered, contain at least a one inch margin, and utilize Times New Roman font for paragraphs of text and either Times New Roman or Arial, except for Arial Narrow, for paragraph headings, graphs, charts, tables, spreadsheets, and diagrams. Pages printed on both sides, to include 8.5 x 14 and

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11 x 17, will be counted as two pages.

7. Page Limitations: The Government will not read nor evaluate pages exceeding the below prescribed page limitations. The Offeror shall only include page numbers on those pages it intends to be evaluated. Excess pages will be removed from the proposals. Page limitations do not include table of contents, cross reference matrices, list of figures, lists of acronyms, section bookmarks/dividers, or indices. Cover letters, proposal introductions, and executive summaries will be included in the overall page count. No material may be incorporated in the proposal by reference, attachment, appendix, videotape, audiotape, or other electronic media as a means to circumvent the page limitation. No electronic video or audio material will be reviewed or considered in the evaluation. Files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

- a. Volume 1, Production, shall not exceed 175 pages, inclusive of a limit of 40 oversized pages. The Integrated Master Schedule (IMS), Failure Mode Effect Analyses (FMEA) and letters of commitment are excluded from the page count limit. Any narratives, analyses, detailed descriptions, explanations, or calculations supporting the IMS and FMEA are NOT excluded from the page count limit. For a teaming approach, signed copies of proposed letters of commitment or teaming agreements are also excluded from the page count limit.
- b. Volume 2, Operations, shall not exceed 125 pages, inclusive of a limit of 30 oversized pages. For a teaming approach, signed copies of proposed letters of commitment or teaming agreements are also excluded from the page count limit.
- c. Volume 3, Past Performance, Relevant Delivery and Quality Performance Narratives have a seven (7) page maximum for each reference. Adverse Contract Performance narratives have no page limitations.
- d. Price, Indemnification Request, and Executed Solicitation volumes (Volumes 4, 6, and 7 respectively) do not contain a page limitation.
- e. Volume 5, Small Business Participation, shall not exceed 10 pages; Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", Individual Subcontracting Report (ISR), or Summary Subcontract Reports (SSRs) from the Electronic Subcontracting Reporting System (eSRS), and commercial plans associated with the SSRs are excluded from the page count limit.

8. The Government presumes the Offerors proposal represents its best effort to respond to the solicitation. The Offerors submission shall therefore be thorough and complete. The Offeror is expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor and subfactor. The Government does not desire excess verbiage, unnecessary and elaborate brochures, lengthy, repetitious, disorganized presentations, or any information beyond that sufficient to present and complete an effective offer. Deficiencies, whether informational or technical, may be cause for elimination from the competitive range and/or rejection of an offer. Unsupported promises to comply with the contractual requirements are not sufficient. Proposal shall not merely reiterate the contractual specifications, but rather shall provide convincing documentary evidence of how contract requirements will be met.

9. The successful proposal may be incorporated into the resultant contract in whole or in part.

10. With the exception of Volume 6, Indemnification Request Package, Offeror is responsible for submitting the virus-scanned DVD of its proposal to the designated location by the date and time specified in Block 9 of the SF33. Failure to do so will result in the proposal being considered late and treated in accordance with FAR 15.208.

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B. VOLUME 1 - PRODUCTION FACTOR

Subfactor 1 Technical and Schedule

1. Production Processes: Offeror shall provide a description of the unit operations and manufacturing required to safely produce the products listed below. The Offerors process description shall include, but not be limited to the following: receipt and certification of raw materials, key process parameters and process conditions, key regulatory requirements, required process safety information, in-process and final inspection and testing; as well as a description of which intermediates will be produced in-house, and which will be purchased. The Offerors process description shall assume each product is produced with all necessary raw materials.

- a. Composition C-4
- b. IMX-101
- c. PBXN-9
- d. TATB Type 2 (Dry)

2. Integrated Master Plan (IMP) and Integrated Master Schedule (IMS): Offeror shall provide its IMP and IMS for meeting the requirements of the example order (provided for evaluation purposes), Attachment 0032, located in Section J. The following shall be assumed when preparing the IMP and IMS: all start-up activities; equipment preparation, safety checks and other requirements have been contractually met; and explosive production has been ongoing.

a. The plan shall encompass the execution of the sample order in compliance with production, safety, regulatory, and applicable facility performance requirements. The Offeror shall include an introduction, IMP (events, accomplishments, and criteria) - where events include pre-production events, production events, test and evaluation events and events to achieve shipment and delivery of each order. For all events, the Offeror shall provide the name of the event, accomplishments, and criteria.

b. For the narrative portion of the IMP, the Offeror shall provide the task narrative that describes all system management tools it will use to control raw material, logistical, technical, cost and schedule risks, inclusive of the levels of engineering, components, and resources; and provide the processes to document and control manufacturing processes. The task narrative shall explain and describe the following:

- i. The startup and management of separate manufacturing lines at different times;
- ii. Description of how the Operating Contractor workforce will be organized, trained, and deployed;
- iii. Raw material and component availability (in-house supply and external supply);
- iv. Equipment maintenance;
- v. Material flow (DoD vs. commercial);
- vi. Traceability of product(s);
- vii. Product campaign and product change-over including required resources, time and activities;
- viii. Clean-up of manufacturing lines and process equipment;
- ix. Process equipment set-up and start-up plans;
- x. Identification of the unit operations/buildings needed for specific products;
- xi. Preparation activities for FAT, Validation Tests, and product acceptance criteria;
- xii. Description of how In-Process test data will be assessed and documented to support production decisions and describe its tracking system, including a description of the data to be collected and how the data will be recovered and made available for review and evaluation.
- c. IMS: The Offeror shall provide a detailed IMS that captures discrete tasks that constitute the work required for the successful execution of the example order. The tasks shall be time-phased, detailing activities required to support the IMP events, accomplishments, and criteria, as well as incorporating the appropriate task narrative requirements. The IMS shall include the following:
 - i. Durations provided for each discrete task, including major/key subcontractor and suppliers schedules.

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- ii. Predecessor and successor relationships for each delivery order as well as between delivery orders.
- iii. Horizontal integration that demonstrates tasks are planned in a logical sequence considering the interdependencies between products and processes.
- iv. Vertical Integration that demonstrates consistency between the levels of the schedule and ensures all requirements are aligned to achieve the delivery schedule.
- v. Identification of durations of tasks that address risks to the schedule and a supporting narrative that explains how the schedule best mitigates those risks.
- vi. Critical path for each overall order as well as the critical path for the entire example order, with a supporting narrative that explains the critical path and any unusual program aspects affecting it.
- vii. Analysis furnished to describe that the proposed schedule is supportable and achievable considering contract requirements, commercial use of the facility, downtime, delays, and expected or required maintenance activities.

3. Failure Analysis: Offeror shall provide a description of its failure analysis process and methodology to determine root cause(s). The description shall also include the Offerors plan for flowing down this methodology to its suppliers and subcontractors and its formal follow-up process to ensure information and action items are received, understood and appropriately implemented in a timely manner. The description shall include the Offerors plan for notifying and including the Government in its failure analysis process and a description of how it will document and provide a completed failure analyses to the Government. The Offeror shall provide two examples of a Failure Modes Effect Analysis of explosive production defects and/or unexpected production events. The Offeror may use hypothetical or experiential examples to showcase these examples.

Subfactor 2 - Program Management:

- 1. Supply Chain Management Plan: Offeror shall submit a supply chain management plan. The supply chain management plan shall include supplier qualification procedures, management of single and multiple sources of supply, flow down of contract performance requirements, and subcontractor management activities necessary to ensure production and delivery requirements will be met.
- 2. Material Control: Offeror shall provide a plan for managing a material control system through all stages of production and acceptance, including, but not limited to the following: flow down of requirements to suppliers and subcontractors, incoming raw materials management and inspection, in-process materials, stored product, packaging materials, final products, and the analytical testing equipment used to assess key parameters of each. This includes the Offerors approach for the segregation and control of non-conforming material (NCM) to include how the material will be transported, stored and dispositioned, supporting quality and process data to be used in these determinations, identification of rework procedures and commercial designation and how this material will be documented and communicated to the Government.
- 3. Waste Stream Management Plan: The Offeror shall submit a Waste Stream Management Plan describing how it will manage hazardous and non-hazardous production waste streams and byproducts to promote operational efficiencies and environmental stewardship. This includes the Offerors approach to minimizing the generation of wastes through process optimization and other activities, reusing production byproducts where applicable and securing commercial outlets for the sale of production by-products. Examples of HSAAP waste streams include, but are not limited to, spent acid from NTO production, explosive contaminated packaging materials, off-specification explosives, and Ammonium Nitrate Solution (ANSol) byproduct.
- 4. Risk Management Plan (RMP): Offeror shall submit its approach to developing a RMP that includes identifying, analyzing, mitigating, and managing the risks associated with explosive production including, but not limited to, industrial and process safety, start-up and operation of the facility, materials, suppliers, cost, and both supply chain and facility single points of failure.
- 5. Management Approach: Offeror shall provide a plan detailing its overall management approach to include, at a minimum, the proposed management structure including roles and responsibilities, reporting lines, key responsibilities and how they will be integrated into the overall management approach. Letters of commitment shall be provided for each teammate/subcontractor proposed under this factor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary. Positions and their required qualifications shall be identified for the following:
 - a. Program management, production planning and control, production management and contracting positions responsible for meeting the contract requirements including schedule and performance of simultaneous efforts in a dynamic production environment.
 - b. Engineering and Quality Assurance/Quality Engineering positions responsible for TDP compliance, configuration management, manufacturing processes, quality assurance activities, non-recurring engineering, testing and evaluation, and facilities engineering/management.

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c. Facility Management positions responsible for meeting the contract requirements.

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C. VOLUME 2 - OPERATIONS FACTOR

Subfactor 1 - Modernization:

1. Offeror shall detail its approach for executing a robust (\$50-200M/year depending on requirements and funding availability) Modernization program for new and improved infrastructure and facilities to support process sustainment, process and safety improvement, and environmental compliance for the explosive production mission at HSAAP. The Offerors approach shall address project development/acquisition strategies, cost estimating, project management, facility/infrastructure design, process engineering, construction, commissioning, and transition to production. The approach shall also address the methodology to develop and maintain a modernization strategy that includes multiple independent projects time phased and how they will be prioritized to achieve longer term capability, sustainment, safety, and compliance for the facility, as well as the approach for technology insertion and the execution and integration of modernization projects while maintaining production continuity.

2. Letters of commitment shall be provided for each teammate/subcontractor proposed under this subfactor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

Subfactor 2 - Performance Work Statement (PWS):

1. Offeror shall provide a description of its overall approach to the integration and management of the PWSs for the effective operation of the facility.

2. Offeror shall provide a description of its detailed approach to meeting all of the requirements of the following PWSs: PWS 4 - Safety, PWS 6 Utilities and Energy, and PWS 8 - Maintenance.

3. Letters of commitment shall be provided for each teammate/subcontractor proposed under this subfactor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

NOTE: Offerors approaches for meeting the above PWSs does not relieve the successful Offeror from meeting all requirements as identified within the correlating PWS.

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D. VOLUME 3 - PAST PERFORMANCE FACTOR

Offeror shall submit a past performance volume with its proposal containing past performance information in accordance with the format prescribed below:

- a. Cover Page: Volume 3 - Past Performance, Program, Solicitation Number, Offeror Name, CAGE, and Data Universal Numbering System (DUNS)
- b. Table of Contents
- c. Section A: Contract References
- d. Section B: Relevant Delivery and Quality Performance Narratives - seven (7) page maximum for each reference.
- e. Section C: Adverse Contract Performance - No page limitations
- f. Section D: Safety

Section A - Contract References:

1. The prime Offeror may submit with its proposal up to eight (8) contract references based on its own performance that are recent and relevant to the solicitation requirement. Contract references may include Government or commercial contracts for supplies and/or services. Contract references provided on Classified contracts cannot be verified and will not be evaluated.

a. If the prime Offeror is a new corporate entity, it may submit contract references for prior recent and relevant contracts involving its predecessor companies (if applicable). Such references must be provided with documentation that demonstrates that the predecessor company was acquired, absorbed and replaced by the prime Offeror as its successor. Contract references for predecessor companies will count against the eight (8) contract references authorized under this section.

b. If the Offeror is a Joint Venture (JV), it may submit contract references for recent and relevant contracts performed by the JV itself. If the JV does not have eight (8) recent or relevant contract references, it may submit references for contracts performed by one or more of the entities comprising the JV. Contract references for JVs and JV partners will count against the eight (8) contract references authorized under this section. The Offeror shall provide an outline of how the effort required by the solicitation will be assigned to each entity comprising the JV.

c. Contract references for parent or affiliated companies of the prime Offeror (to include parent or affiliated companies of new corporate entities or Joint Venture partners) may be submitted as part of the eight (8) contract references in this section; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the Offeror and demonstrates that the parent or affiliate will have meaningful involvement in contract performance--mere affiliation, alone, will not be sufficient for consideration of such past performance.

2. In addition to the eight (8) contract references allowed for the prime Offeror under Section A(1), the Offeror may submit contract references for up to five (5) Major Subcontractors. For each Major Subcontractor identified, the Offeror may submit up to three (3) contract references in which the major subcontractor performed as a prime contractor or first tier subcontractor. Contract references for parent or affiliated companies of major subcontractors may be submitted as part of the three (3) contract references; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the major subcontractor and demonstrates that the parent or affiliate will have meaningful involvement in contract performance mere affiliation, alone, will not be sufficient for consideration of such past performance.

a. Major subcontractors are defined as those subcontractors who will perform major or critical aspects of the requirement. Major or critical aspects of the requirement are defined for the purposes of this solicitation to be those subcontractors that the Offeror determines to have a significant role in the successful performance of its proposed approach under Volume 1 and Volume 2.

b. Offeror shall provide an outline of how the effort required by the solicitation will be assigned within the Offeror's corporate entity and among the proposed major subcontractors. Offerors shall not provide major subcontractor information for Government directed sources.

c. Letters of commitment shall be provided for reach proposed major subcontractor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

d. Each major subcontractor shall include a written consent permitting the Government the authority to discuss that companys past performance evaluation with the Offeror during discussions, if applicable.

3. Recency. Recency is defined as any contract under which any performance, delivery, or corrective action has occurred within five (5) years of this final RFP issuance. The Government reserves the right to consider any past performance after the solicitation closing date and prior to award.

4. Relevancy. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the past

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued W52P1J-19-R-0142</p> <p style="text-align: center;">PIIN/SIIN MOD/AMD</p>	<p style="text-align: center;">Page 129 of 148</p>
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performance reference and the solicitation requirements. If a contract reference contains both supply and service elements, such a reference will receive a relevancy rating for the service elements and a relevancy rating for supply elements based on the criteria below.

a. Determining relevancy for the Offeror service past performance reference: The Government will consider the similarity of the services provided to the services required. Relevant service contracts are defined as contracts that demonstrate the Offeror has provided facility support services. Facility support services are defined as operation, maintenance, and modernization.

b. Determining relevancy for the Offeror supply past performance reference: The Government will consider whether the Offeror manufactured or performed explosives manufacturing. Additionally, the Government will consider the degree to which the reference is comparable with regard to the complexity of the processes, the variability of products, and the volume of products to the solicitation requirements. Supply references with a maximum contract value of less \$5M will not be considered relevant.

5. Past Performance Questionnaire (PPQ) for Commercial Contracts: Offeror shall submit a PPQ at Attachment 0027, for each commercial past performance reference included in the proposal. The Offeror shall complete Section II, General Information. The Offeror shall send the PPQ to the POC identified in Section II-A requesting the POC to complete the remaining portions of the PPQ. The Offeror shall encourage the PPQ respondent to return the completed questionnaire directly to the Government POC cited on the questionnaire on or before the proposal submission date. All questionnaires completed by the respondents shall be sent from the respondents email address directly to the Government POC; not to the Offeror for forwarding to the Government.

6. Offeror shall submit the following for each Government and Commercial past performance reference included in the proposal, including references submitted as part of the adverse past performance requirement.

- a. Contract number, award date, dollars awarded, place of performance, CAGE Code and DUNS Number.
- b. PCO (in support of Government contracts) or Project point of contact (for commercial contracts), current address, email address, and telephone number.
- c. Government's technical representative/COR name, current email address, and telephone number.
- d. Government contract administration activity and the Administrative Contracting Officer's name, current email address, and telephone numbers.
- e. Type of Instrument (Contract/Order/Other), Contract Type (Fixed price, Cost Reimbursement, Time and Materials, etc.).
- f. Period of performance of the contract.

Section B - Relevant Delivery and Quality Performance Narratives: 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 as defined in Section A, paragraph 3. For services, the Offeror shall detail how performance of equivalent services executed under a specific contract connect to the solicitation requirements, as well as distinctly outline and detail what modernization and maintenance projects were or are being performed.

Section C - Adverse Contract Performance:

1. In addition to the contract references afforded in response to Section A, the Offeror shall identify adverse past performance for every recent and relevant contract that was awarded to those companies for which contract references were provided under Section A(1) and A(2). Adverse past performance includes any recent and relevant contract awarded to those contractors referenced in section A(1) and A(2) that experienced any performance problems identified below; as well as every recent and relevant contract that was terminated for cause or default. Each adverse past performance reference shall include the information required in Section A, paragraph 5, and Section B. The number of adverse past performance contract references allowed under this section is unlimited. If there are no contracts that meet this criteria, the Offeror must state such. The Offerors proposal shall also certify that all recent and relevant adverse past performance has been submitted with its proposal. Offerors are advised that this is the single opportunity to address any adverse past performance on contract references submitted in response to the RFP; the Government will not give Offerors an opportunity to address adverse past performance information contained in the proposal during evaluations.

- a. For all recent and relevant Government and commercial contract(s) for supplies and/or services that did not meet the original schedule, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence, to include, but not limited to:
 - i. Each time the delivery schedule or project schedule was not met;
 - ii. The original completion date agreed to in the contract, final completion date, and any contractually revised dates in between (as applicable); and
 - iii. Provide an explanation of why the schedule was missed;
 - iv. When explaining the corrective action, Offeror shall note whether a contract modification was issued as a result of the schedule delay and include the modification number.

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b. For all recent and relevant Government and commercial contract(s), for supplies and/or services the Offeror shall provide data on any quality or technical performance problems, including, but not limited to:

- i. Unsuccessful FATs;
- ii. Lot Acceptance Test failures;
- iii. Revoked ISO status (including dates);
- iv. Audit findings classified as major;
- v. Warranty claims (include dates, defect or failure mode, resolution, and resolution date(s));
- vi. All Requests for Variation (RFVs) (include RFV number, description of issues, cause of the issue, identification of whether RFV was issued pre- or post-production, and corrective actions resulting from RFV);
- vii. Product Quality Deficiency Reports (PQDRs); and
- viii. Level II or higher corrective action reports (CARs) or reoccurring corrective action requests for a single issue.

d. For all recent and relevant Government contract(s), the Offeror shall provide a copy of any Cure Notices, Show Cause Letters, ACO/PCO letters of concern received, and contract modifications or official correspondence from the ACO/PCO decrementing, withholding, or suspending contract payment or financing as a result of contractor performance. The Offeror shall indicate if any of the contracts listed were terminated for cause or default, in whole or in part, and the type and reasons for the termination.

e. For all recent and relevant Government and commercial contract(s), the Offeror shall provide a description of any corrective action implemented by the Offeror. Describe the extent to which the corrective actions have been successful and identify a point of contact to confirm the success of the corrective measures.

Section D - Safety: Offeror shall provide accident data for all recent and relevant contracts submitted for evaluation. This data shall be taken from its OSHA 300 log. The Offeror shall also identify correlating corrective action(s), and the result of the corrective action(s).

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E. VOLUME 4 - PRICE FACTOR

1. Offeror shall submit its proposed prices within the Product Price Matrix (Attachment 0022) and PWS Price Matrix (Attachment 0023). The Offeror shall also provide a summary of its proposed unit prices in the Summary Price Matrix (Attachment 0024). If the Offeror requests indemnification then the Product Price Matrix Indemnified (Attachment 0025) shall also be submitted.

a. The specific cells within each respective matrix that require entry of information by the Offeror are highlighted in orange. Other than the information required as annotated in orange, no other information is to be added to the price matrices, nor shall the Offeror make any changes to the price matrices.

b. All proposed unit prices shall be stated in U.S. dollars and be limited to two decimal places.

c. All unit prices are binding.

d. Failure to fully complete each price matrix may render the Offerors proposal ineligible for award.

2. Instruction Specific to the completion of the Product Price Matrix (Attachment 0022):

a. The Offeror shall propose firm-fixed-prices for all CLINs from the minimum quantity range through the maximum quantity range for each ordering period as identified in the price matrices.

b. FAT prices must be entered on a total price basis and not allocated on a unit price basis.

c. The costs associated with performing indirectly funded PWSs (PWS 1-13) shall be included in the proposed unit prices, as well as the cost of insurance necessary should indemnification not be approved through the Secretary of the Army.

3. Instructions specific to the completion of the PWS Matrix (Attachment 0023):

a. The Offeror shall enter the price per PWS for each ordering period. PWS prices shall include all costs (direct and indirect) and profit.

b. Total insurance cost shall be entered in the PWS Matrix (Attachment 0023) on Row 14 for each ordering period. Insurance costs in this context means costs that would be necessary should indemnification not be approved through the Secretary of the Army. The Offeror shall plan to cover these costs indirectly and price accordingly within the price matrix.

4. Instructions specific to the completion of the Summary Price Matrix (Attachment 0024).

a. The Offeror shall enter the Production Total Evaluated Price from Production Price Summary tab of the Product Price Matrix (Attachment 0022) into the Product TEP of Summary Price Matrix (Attachment 0024). Should a discrepancy occur between to TEP listed in Attachment 0022 and the value listed in Attachment 0024, the value in Attachment 0022 shall take precedence.

b. The Offeror shall enter the Total Production Direct PWS cost from PWS Price Matrix (Attachment 0023) into the PWS Summary of the Summary Price Matrix (Attachment 0024).

5. Instruction for completion of the Product Price Matrix Indemnified (Attachment 0025):

a. If the Offeror is submitting a request for indemnification, the Product Price Matrix Indemnified (Attachment 0025) shall also be submitted. The Production Price Matrix Indemnified is to be priced as if indemnification is approved by the Secretary of the Army. Accordingly, those portions of insurance costs which become unnecessary if indemnification is approved, should be removed from the product unit prices. If indemnification is approved by the Secretary of the Army, it will only apply to unusually hazardous risks which are defined by the Secretary of the Army in the approval memorandum; it does not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum. As such, the Offeror should plan to cover those costs indirectly in the Production Price Matrix, as well as Production Price Matrix Indemnified.

b. The Offeror shall propose firm-fixed-prices for all CLINs from the minimum quantity range through the maximum quantity range for each ordering period as identified in the price matrices.

c. FAT prices must be entered on a total price basis and not allocated on a unit price basis.

d. The costs associated with performing indirectly funded PWSs (PWS 1-13) shall be included in the proposed unit prices.

e. The cost of insurance necessary should indemnification not be approved through the Secretary of the Army shall be excluded for this price matrix.

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5. The Government anticipates receiving adequate price competition under this solicitation; therefore, cost or pricing data is not required to be submitted with the proposal. However, in the event the Contracting Officer determines that adequate competition does not exist (i.e. single Offeror), the Government reserves the right to require certified cost or pricing data be submitted. Additionally, the Government reserves the right to request data other than certified cost or pricing data in the event such data is necessary to establish a fair and reasonable price.
6. Should the Government identify an Offerors proposed pricing as potentially unbalanced and the Offeror subsequently confirms its pricing to the Government, the Offeror shall then provide rationale and/or supporting documentation to validate any questioned pricing and demonstrate that said pricing is not unbalanced or that any unbalanced pricing does not present unacceptable risk to performance and also will not result in unreasonably high prices for contract performance.

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F. VOLUME 5 - SMALL BUSINESS PARTICIPATION FACTOR

1. Other Than Small Business (OTSB) Offerors must demonstrate a commitment to providing maximum practicable opportunities for small business participation by addressing the following two areas:

- a. Proposed Commitment to Small Business Participation.
 - i. All Other Than Small Business (OTSB) Offerors must submit a completed Small Business Participation Commitment Document (Attachment 0026). The awardees Attachment 0026 will be incorporated into the resulting contract. IAW 13 CFR 125.3(g), Small Business Offerors will be given the maximum score, credit or rating without having to submit any information in connection with this factor.
 - ii. All OTSB Offerors shall submit a detailed narrative explaining how the OTSB Offeror will meet the Governments objectives for use of Small Business Concerns to the maximum extent practicable, as well as the Offerors own proposed commitments if higher than the Governments objectives, as detailed in the Offerors Attachment 0026. This explanation shall include the Offerors standard practices and/or planned initiatives for identifying, qualifying, marketing, and retaining small business capabilities.

- b. Historical Commitment to Small Business Participation.
 - i. Payment Procedures: Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns for those contracts awarded within the past three (3) years from the closing date of this solicitation, under which it was required to do so. If not required in any contracts, the Offeror shall so state.
 - ii. Compliance with Small Business Subcontracting Plans: The Offeror shall demonstrate its compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan by providing the most recent Individual Subcontracting Report (ISR) for three (3) contracts performed within the past three (3) years from the closing date of this solicitation that included a subcontracting plan. If not required in any contracts, the Offeror shall so state. If the Offeror has less than three (3) contracts with performance within the past three (3) years, the Offeror shall provide the most recent ISR for each contract it has that meets the three (3) year requirement, and state that the Offeror does not have three (3) contracts. If ISRs are not available, submission of three (3) years of Summary Subcontract Reports (SSRs) and associated commercial plans shall be submitted.

2. IAW 13 CFR 125.3(g), Small Business Offerors are not required to submit any information in connection with this factor.

3. Each OTSB Offeror shall also provide a separate Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9 and is also consistent with the small business participation proposed in Attachment 0026. Small Business Subcontracting Plans are not evaluated as part of the Small Business Participation Factor and are excluded from the Small Business Participation Factor page count limit. An OTSB must submit an acceptable Small Business Subcontracting Plan in order to be eligible for award as the Small Business Subcontracting Plan of the apparent awardee will be reviewed as part of the responsibility determination.

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G. VOLUME 6 - INDEMNIFICATION REQUEST PACKAGE

1. Requests for Indemnification under Public Law 85-804 will be considered for this solicitation to cover unusually hazardous risks associated with this requirement.
2. If the Offeror wishes to seek indemnification it must submit an Indemnification Request Package in accordance with FAR 50.104-3 and the provisions of this solicitation. Indemnification Request Packages shall contain sufficient and compelling justification as required per FAR and Section L.
 - a. It is essential that the Offerors Indemnification Request Package include all necessary information as requested by FAR 50.104-3, to include, information regarding the availability, cost, and terms of additional insurance or other forms of financial protection necessary.
 - b. Prices submitted in response to this solicitation are binding and therefore the Offeror will assume full liability of the HSAAP facility. With its indemnification request, Offerors shall explain how it intends to fund incidents that exceed its stated insurance coverages if indemnification is not granted.
 - c. If proposing the use of an umbrella insurance policy to cover the Offerors global business activities, it shall clearly identify the portion of the umbrella insurance premium it proposes to be absorbed under the HSAAP contract.
 - d. If the Offeror believes additional coverage to address unusually hazardous risks is cost prohibitive, it must clearly identify each specific risk and the associated cost in order to assist the Government in making a determination relative to the insurance being cost prohibitive.
3. In order to allow the Government to award on a with or without indemnification basis, pending receipt of a Memorandum of Decision from the Secretary of the Army, Offerors seeking indemnification are required to propose production unit prices with and without indemnification. If the Offeror requests indemnification, the Offeror shall submit a completed Price Matrix Indemnified (Attachment 0025). Prices in Attachment 0025 shall reflect the Offerors prices as if indemnification is approved by the Secretary of the Army (i.e. those portions of insurance costs which become unnecessary if indemnification is approved should be removed from the product unit prices). Note: If indemnification is approved by the Secretary of the Army, it will only apply to unusually hazardous risks which will be defined by the Secretary of the Army in the approval memorandum; it will not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum. A breakout of the Indemnification Total Cost Application figures per ordering periods presented in the PWS Price Matrix (Attachment 0023), shall also be submitted.
4. The PCO, with assistance from legal counsel and cognizant program office personnel, will review the indemnification request and ascertain whether it contains all required information. If the PCO, after considering the facts and evidence, denies the request, notification will be provided to the contractor promptly with the reasons for the denial. If recommending approval, the indemnification requests from the applicable Offerors will be submitted to the Secretary of the Army for approval.
5. If approved, the indemnification clause will be included; however, there is no guarantee that indemnification will be approved and should not be assumed. The Government cannot state in advance what efforts under the contract will be indemnified. Offerors should be aware that indemnification will only apply to unusually hazardous risks, which are defined by the Secretary of the Army in the approval memorandum, and does not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum.

*** END OF NARRATIVE L0001 ***

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

- For FAR clauses: <https://www.acquisition.gov/>
- For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017

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L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	NOV/2021
L-7	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-8	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-9	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-10	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-11	52.237-1	SITE VISIT	APR/1984
L-12	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
L-13	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-14	252.215-7008	ONLY ONE OFFER	JUL/2019
L-15	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-16	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2020
L-17	252.246-7005	NOTICE OF WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
L-18	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-19	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm-fixed-price requirements contract resulting from this solicitation.

(End of Provision)

L-20	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jacob Harrison
Contracting Officer
Army Contracting Command - Rock Island, CCRI-AMR
3055 Rodman Avenue
Rock Island, IL 61299-8000
jacob.t.harrison15.civ@army.mil

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

(End of Provision)

L-21	252.211-7002	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS	DEC/1991
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The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location: www.sam.gov under solicitation number W52P1J-19-R-0142.

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(End of provision)

L-22 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JUL/2021
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

- (1) ASSIST <https://assist.dla.mil/online/start/>
- (2) Quick Search <http://quicksearch.dla.mil/> .

(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-23 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):

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

L-24 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

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

(End of clause)

L-25 252.234-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) SEP/2015
(a) If the offeror submits a proposal in the amount of \$100,000,000 or more--

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

- (i) The plan shall--

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- (A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;
- (B) Distinguish between the offerors existing management system and modifications proposed to meet the EVMS guidelines;
- (C) Describe the management system and its application in terms of the EVMS guidelines;
- (D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and
- (E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.
- (ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
- (iii) The offerors EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.
- (b) If the offeror submits a proposal in an amount less than \$100,000,000--
- (1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include--
- (i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offerors written management procedures; and
- (ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.
- (2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.
- (c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.
- (End of provision)

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SECTION M - EVALUATION FACTORS FOR AWARD

A. Proposal Evaluation

1. Proposals submitted in accordance with Section L of the solicitation will be evaluated by the Government and the Government will make an award determination utilizing the evaluation criteria outlined in this section.

2. The Government intends to award one (1) contract to a single Offeror as a result of the solicitation. The Governments award determination will be based on the following non-price and price factors:

- Volume 1 - Production Factor
 - Subfactor 1 Technical and Schedule
 - Subfactor 2 Program Management
- Volume 2 - Operations Factor
 - Subfactor 1 Modernization
 - Subfactor 2 PWSs
- Volume 3 - Past Performance Factor
- Volume 4 - Price Factor
- Volume 5 - Small Business Participation Factor

- a. Best Value Factor Relative Order of Importance:
 - Production is more important than Operations.
 - Operations is more important than Past Performance.
 - Past Performance is more important than Price.
 - Price is significantly more important than Small Business.
 - All non-price evaluation factors, when combined, are significantly more important than Price.

b. The Production, Operations, Past Performance, and Small Business Participation factors will be rated in an adjectival and narrative manner. The following definitions apply:

i. Production and Operations: The ratings given for the Production Factor and Operations Factor will reflect the degree to which the proposed approach meets or does not meet the requirements as identified under the Production and Operations factors through an assessment of the strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies of a proposal as defined below. Accordingly, Volume 1 Production and Volume 2 Operations will be evaluated utilizing the following adjectival ratings:

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

(A) The adjectival and color rating from the table above has an assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance. The evaluation will not assign separate risk ratings; however, the definitions for risk are below for informational purposes.

Low Risk - Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Moderate Risk - Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

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High Risk - Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable Risk - Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

(B) The following definitions apply:

Strength- An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Significant Strength - An aspect of an Offerors proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Weakness- A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

(C) Each subfactor within Volume 1 Production Factor, will be evaluated utilizing the same adjectival ratings and then combined to result in one overall factor rating based upon their order of importance.

(D) Each subfactor within Volume 2 - Operations Factor will be evaluated utilizing the same adjectival ratings and then combined to result in one overall factor rating based upon their order of importance.

ii. Past Performance - Past Performance will be evaluated to assess an overall confidence rating for each Offeror utilizing the rating criteria identified in Volume 3 Past Performance Factor below.

iii. Small Business - Small Business Participation will be evaluated to develop one overall rating for each Offeror utilizing the adjectival ratings identified in Volume 5 Small Business Participation Factor below.

c. Price will be evaluated but not rated. See Volume 4 - Price Factor below and corresponding price matrices, for details on how the Government will determine the total evaluated price of each proposal.

d. The Government reserves the right to make award to other than the lowest priced Offeror, or other than the highest-rated Offeror for non-price factors.

3. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.

4. The Offeror's proposal should contain its best terms. The Government intends to evaluate proposals and award a contract without conducting discussions, however reserves the right to conduct discussions with Offerors whose proposals have been determined to be within the competitive range, if necessary. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Each volume stands on its own for evaluation purposes and must include all information necessary for evaluation (e.g., if it is to be evaluated in response to a Section L, Volume 1 requirement, the information must be included in the Offerors Volume 1 proposal for it to be considered). Offerors are also required to provide all required information for each subfactor independently. When rating a subfactor, the Government will only evaluate the information provided in the section of the proposal addressing that particular subfactor. When rating a factor that does not have subfactors, the Government will only evaluate the information provided in that volume. The Government will not supplement the information found in one subfactor or volume with information found in another as part of its evaluation; however, any inconsistencies found in the proposed approach under one volume or subsection which call into question the veracity, credibility, or reliability of statements made in other sections or volumes may be taken into consideration.

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B. VOLUME 1 - PRODUCTION FACTOR

This factor contains two (2) subfactors: Technical and Schedule, and Program Management. The weighing of the subfactors within the Production Factor are as follows: Technical and Schedule is more important than Program Management. The Government will evaluate the Production Factor based on the following:

Subfactor 1 Technical and Schedule:

1. Production Processes: The Government will evaluate the Offerors description of the processes and steps required to safely produce the products listed below; to include receipt and certification of raw materials, key process parameters and process conditions, key regulatory requirements, required process safety information, and in-process and final inspection and testing; as well as a description of which intermediates will be produced in-house and which will be purchased.

- a. Composition C-4
- b. IMX-101
- c. PBXN-9
- d. TATB, Type 2 (Dry)

2. Integrated Master Plan (IMP) and Integrated Master Schedule (IMS):

a. The Government will evaluate the Offerors IMP to determine the extent to which it reflects the interdependencies, risk, realism and overall understanding of the sample order production requirements and the soundness of approach to meeting the requirements. The evaluation will be based on the extent to which the IMP details an event-based technical approach and narrative approach in executing the sample order and identifies key events, significant accomplishments, associated completion criteria and thorough understanding of the complexities of requirements to meet the sample order. Other specific criteria the Government will evaluate as part of the IMP include:

- i. The start up and management of differing manufacturing lines as different times;
- ii. Description of how the Operating Contractor workforce will be organized, trained, and deployed;
- iii. Raw material and component availability (in-house supply and external supply);
- iv. Equipment maintenance;
- v. Material flow (DoD vs. commercial);
- vi. Traceability of product(s);
- vii. Product campaign and product change-over including required resources, time and activities;
- viii. Clean-up of manufacturing lines and process equipment;
- ix. Process equipment set-up and start-up plans;
- x. Identification of the unit operations/buildings needed for specific products;
- xi. Preparation activities for FAT, Validation Tests, and product acceptance criteria;
- xii. Description of how In-Process test data will be assessed and documented to support production decisions and describe its tracking system, including a description of the data to be collected and how the data will be recovered and made available for review and evaluation.

b. IMS: The Government will evaluate the Offerors IMS for completeness, reasonableness, and realism, while also assessing the Offerors understanding of the requirements associated with executing the sample order (attachment 0032) to include the following:

- i. Durations provided for each discrete task, including major/key subcontractor and suppliers schedules.
- ii. Predecessor and successor task relationships for each delivery order as well as between delivery orders.
- iii. Horizontal integration that demonstrates tasks are planned in a logical sequence considering the interdependencies between products and processes.

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iv. Vertical Integration that demonstrates consistency between the levels of the schedule and ensures all requirements are aligned to achieve the delivery schedule.

v. Identification of durations of tasks that address risks to the schedule and a supporting narrative that explains how the schedule best mitigates those risks.

vi. Critical path for each overall order as well as the critical path for the entire example order, with a supporting narrative that explains the critical path and any unusual program aspects affecting it.

vii. Analysis furnished to describe that the proposed schedule is supportable and achievable considering contract requirements, commercial use of the facility, downtime, delays, and expected or required maintenance activities.

3. Failure Analysis: The Government will evaluate the Offerors description of its failure analysis process and the methodology to determine root cause(s). The Government will evaluate the Offerors plan for flowing down this methodology to its suppliers and subcontractors, and its formal follow-up process to ensure information and action items are received, understood and appropriately implemented in a timely manner. The Government will evaluate the Offerors plan for notifying and including the Government in the Offerors failure analysis process and the description of how it will document and provide completed failure analyses to the Government. The Offerors two examples of a Failure Modes Effect Analysis of explosive production defects and/or unexpected production events will also be evaluated by the Government.

Subfactor 2 - Program Management:

1. Supply Chain Management Plan: The Government will evaluate the Offerors supply chain management plan including supplier qualification procedures, management of single and multiple sources of supply, flow down of contract performance requirements, and subcontractor management activities necessary to ensure production and delivery requirements are met.

2. Material Control: The Government will evaluate the Offerors plan describing its material control system through all stages of production and acceptance, including, but not limited to the following: flow down of requirements to suppliers and subcontractors, incoming raw materials management and inspection, in-process materials, stored product, packaging materials, final products, and the analytical testing equipment used to assess key parameters of each. The Government will evaluate the Offerors approach for the segregation and control of non-conforming material (NCM) to include how the material will be transported, stored and dispositioned, supporting quality and process data to be used in these determinations, identification of rework procedures and commercial designation and how this material will be documented and communicated to the Government.

3. Waste Stream Management Plan: The Government will evaluate the Offerors plan to manage hazardous and non-hazardous production waste streams and byproducts to promote operational efficiencies and environmental stewardship. This includes the Offerors approach to minimizing the generation of wastes through process optimization and other activities, reusing production byproducts where applicable, and to securing commercial outlets for sale of production by-products. Examples of HSAAP waste streams include, but are not limited to, spent acid from NTO production, explosive contaminated packaging materials, off-spec explosives, and the Ammonium Nitrate Solution (ANSol) byproduct.

4. Risk Management Plan (RMP): The Government will evaluate the Offeror's approach to developing a RMP that includes identifying, analyzing, mitigating, and managing the risks associated with explosive production including, but not limited to, industrial and process safety, start-up and operation of the facility, materials, suppliers, cost, and both supply chain and facility single points of failure.

5. Management Approach: The Government will evaluate the Offeror's plan detailing its overall management approach to include, at a minimum, the proposed management structure including roles and responsibilities, reporting lines, key responsibilities and how they will be integrated into the overall management approach. The Government will evaluate the identification of the following positions and their required qualifications:

- a. Program management, production planning and control, production management and contracting positions responsible for meeting the contract requirements including schedule and performance of simultaneous efforts in a dynamic production environment.
- b. Engineering and Quality Assurance/Quality Engineering positions responsible for TDP compliance, configuration management, manufacturing processes, quality assurance activities, non-recurring engineering, testing and evaluation, and facilities engineering/management.
- c. Facility Management positions responsible for meeting the contract requirements.

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C. VOLUME 2 - OPERATIONS FACTOR

This factor contains two (2) subfactors: Modernization and Performance Work Statements. Modernization is equal to Performance Work Statements. The Government will evaluate the Operations Factor based on the following:

Subfactor 1 - Modernization:

1. The Government will evaluate the Offerors approach to execute a robust (\$50M-\$200M/year, depending on requirements and funding availability) Modernization Program for new and improved infrastructure and facilities to support process sustainment, process and safety improvement, and environmental compliance for the explosive production mission at HSAAP. The Government will evaluate the Offerors approach to project development/acquisition strategies, cost estimating, project management, facility/infrastructure design, process engineering, construction, commissioning, and transition to production. The Government will also evaluate the Offerors approach to developing a modernization strategy that includes multiple independent projects time phased and how they will be prioritized to achieve longer term capability, sustainment, safety, and compliance for the facility, as well as their approach for technology insertion and the execution and integration of modernization projects will maintaining production continuity.

Subfactor 2 - Performance Work Statements (PWSs):

1. The Government will evaluate the Offerors overall approach to the integration and management of the PWSs for the effective operation of the facility.

2. The Government will evaluate the Offerors detailed approach to meeting all of the requirements of the following PWSs: Safety, Utilities and Energy, and Maintenance.

NOTE: Offerors approaches for meeting the above PWSs does not relieve the successful Offeror from meeting all requirements as identified within the correlating PWS.

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D. VOLUME 3 PAST PERFORMANCE FACTOR

1. The Government evaluates past performance information as a predictor of future contract performance. The Government will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the solicitation requirements based on the Offerors past performance, inclusive of Joint Venture partners, New Corporate Entities, Parent or Affiliated Companies, and Major Subcontractors demonstrated record of recent and relevant performance.
2. It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L. The Government may use any of the following information as it evaluates an Offerors past performance:
 - a. Past performance information provided by the Offeror in its proposal for all companies identified in Section A Contract References;
 - b. Past performance information obtained from Past Performance Questionnaires; and
 - c. Past performance information obtained from any other sources available to the Government for all companies identified in Section A Contract References, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Award Fee/Award Term Determining Officials.
3. The Government is not obligated to interview all points of contact identified by Offerors nor is the Government limited to the points of contact provided.
4. The Government will first evaluate each reference to determine whether or not it is recent. Recency is defined as any contract under which any performance, delivery, or corrective action has occurred within five (5) years of this final RFP issuance. The Government reserves the right to consider any past performance after the solicitation closing date and prior to award.
5. The Government will evaluate each recent reference to determine the level of relevancy. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity (scope and magnitude of effort and complexities) between the past performance reference and the solicitation requirements. If a contract reference contains both supply and service elements, such a reference will receive a relevancy rating for the service elements and a relevancy rating for supply elements based on the criteria below.
 - a. In determining the relevancy of the Offerors service past performance reference, the Government will consider the similarity of the services provided to the services required. Relevant service contracts are defined as contracts that demonstrate the Offeror has provided facility support services. Facility support services are defined as operation, maintenance, and modernization.
 - b. In determining relevancy of the Offerors supply past performance reference, the Government will consider whether the Offeror manufactured or performed explosives manufacturing. Additionally, the Government will consider the degree to which the reference is comparable with regard to the complexity of the processes, the variability of products, and the volume of products to the solicitation requirements. Supply references with a maximum contract value of less than \$5M will not be considered relevant.

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

Past Performance Relevancy Ratings

Rating:	Definition:
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

6. The Government will review past performance information collected on the recent and relevant contracts to determine the quality of the Offerors performance. The Government may consider the recency, relevancy, source, context of the past performance information it evaluates, general trends in performance, safety information, and demonstrated corrective actions. With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. If the Offeror is a new entity and has provided contract references for a predecessor company, the Government will determine whether documentation has been provided that sufficiently demonstrates that the predecessor company was acquired, absorbed, and replaced by the prime Offeror as its successor. If contract

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references for parent or affiliated companies of the prime Offeror, individual JV members or Major Subcontractors are provided, the Government will determine whether the information submitted adequately demonstrates that the resources of the parent or affiliate will be relied upon and will affect the contract performance and demonstrates that the parent or affiliate will have meaningful involvement in contract performance. If an Offeror is providing contract references for entities comprising of a JV, the Government will take into consideration how the effort required by the solicitation will be assigned to each entity comprising of the JV. Contracts for the JV itself may carry more weight than contracts references submitted for independent entities comprising the JV. If an Offeror proposes the use of Major Subcontractors, the Offerors past performance record will be assessed in its totality to determine the Offerors overall past performance rating. The Government will take the type of work the Offeror proposes the major subcontractor(s) to perform into consideration when determining an Offeror's past performance confidence rating, as well as the resources parent or affiliated companies of major subcontractors that will be provided or relied upon which will affect the contract performance and demonstrates that the parent or affiliate will have meaningful involvement in contract performance. Relevancy for major subcontractors parent or affiliated companies will be reviewed only in relation to the specific area(s) the major subcontractor is proposed to perform. Recent and relevant contract references for parent or affiliated companies of the prime Offeror or JV members will be considered in the Governments confidence rating based on an assessment of the resources that will be relied upon for contract performance and the parent or affiliates areas of meaningful involvement. The relevancy definitions from Section L, Volume 3 will be applied to this limited relevancy review. In evaluating performance history, the Government may review the Offerors and/or its Major Subcontractors current and prior performance record of complying with all aspects of its contractual agreement.

7. Performance Confidence Assessment: Based on an assessment of the recent and relevant past performance information identified, the Government will determine an overall confidence rating for the Offeror in accordance with the definitions below. In the tradeoff analysis, greater value may be given to past performance ratings that are higher than to neutral ratings.

Performance Confidence Assessments

Rating: Substantial Confidence	Definition: Based on the Offerors recent/relevant performance record, the Government has a high expectation That the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offerors 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 Offerors 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 Offerors recent/relevant performance record, the Government has a low expectation That the Offeror will successfully perform the required effort.
No Confidence	Based on the Offerors recent/relevant performance record, the Government has no expectation that The Offeror will be able to successfully perform the required effort.

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E. VOLUME 4 - PRICE FACTOR

1. The Government will evaluate the price proposal submitted in response to the solicitation but a rating will not be assigned. The Government will derive the Total Evaluated Price from the Offeror's price matrices as follows:

- a. For the Product Price Matrix (Attachment 0022):
 - i. For each quantity range of each production item, the weight identified in the price matrix (Attachment 0022) will be applied to the proposed unit price to arrive at a composite unit price. The composite unit price will be multiplied by the evaluation quantity to arrive at an Evaluated CLIN Price. The Evaluated CLIN prices and First Article Test prices for each ordering period will be summed to arrive at a Total Evaluated CLIN Price. Total evaluated CLIN prices will be summed and added to the Summary Evaluation Matrix and multiplied by the Facility Volume Weight to arrive at a weighted TEP. The weighted TEP for each range will be summed to arrive at a Total Production TEP.
 - ii. Given that indemnification cannot be assumed and the request for indemnification is at the Offerors discretion, Production Price Matrix Indemnified (Attachment 0025) will not be included in the total evaluated price, nor will failing to submit the indemnification matrix render the Offeror unacceptable. If the Awardee has submitted the Product Price Matrix Indemnified (Attachment 0025), the PCO will determine if pursuing indemnification is in the Governments best interest prior to contract award. If the PCO determines that pursuing indemnification is in the Governments best interest, the Production Price Matrix Indemnified will be reviewed to determine whether it is fair and reasonable as well as for unbalanced pricing.
 - b. The PWS Matrix (Attachment 0023) will include the PWSs that are to be indirectly funded, and the FFP direct funded PWSs (Support for Onsite Government Staff and Natural and Cultural Resource, and Material Management). The prices provided for the Indirect PWSs will NOT be included separately in the evaluated price; it is presumed that the Offeror accounted for all such costs in its product pricing in Attachment 0022.
 - c. In the Price Matrix Summary Evaluation Matrix (Attachment 0024), the Grand Total Evaluated Price will be derived from the Total Production TEP and the direct funded PWS total from the PWS Matrix. These values will be summed and their total will be the Grand Total Evaluated Price.
2. In accordance with FAR 15.404-1(b), the Government will use Price Analysis to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the PCO. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government agencies and personnel.
3. As part of the evaluation, proposals shall be reviewed to identify any unbalanced pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government.
4. The Government anticipates receiving adequate price competition under this solicitation; therefore, cost or pricing data is not required to be submitted with the proposal. However, in the event the PCO determines that adequate competition does not exist, the Government reserves the right to require certified cost or pricing data to be submitted. Additionally, the Government reserves the right to request data other than certified cost or pricing data in the event such data is necessary to establish a fair and reasonable price.
5. The PCO reserves the right to make no award as a result of the solicitation if, upon evaluation, the proposed price(s) cannot be determined fair and reasonable.

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F. VOLUME 5 SMALL BUSINESS PARTICIPATION FACTOR

1. The Small Business Participation Factor contains no subfactors.
2. Small Business Participation is evaluated in order to support the Government policy that Small Businesses be provided maximum practicable opportunities in Government acquisitions. The Government will consider two areas:

- a. Proposed Commitment to Small Business Participation
- b. Historical Commitment to Small Business Participation

3. The Government has established the following goals for this procurement based on total contract value (including options):
 - Small Business (SB) - 15%
 - Small Disadvantaged Business (SDB) - 2%
 - Women-Owned Small Business (WOSB) - 4%
 - HUBZone Certified Small Business (HUBZone) - 4%
 - Veteran-Owned Small Business (VOSB) - 3%
 - Service Disabled Veteran-Owned Small Business (SDVOSB) - 3%

4. The OTSB Offerors commitment to providing maximum practicable opportunities for Small Business participation will be evaluated as follows:

a. Proposed Commitment to Small Business Participation: The Offerors proposed percentage of participation (goals) identified in the Small Business Participation Commitment Document (Attachment 0026) will be evaluated against the Governments goals for each socio-economic category. The Government will compare the Offerors proposed percentage of participation for each category to the Governments goals. The Government will evaluate both the degree to which an Offeror meets or exceeds any single socio-economic category, as well as the number of socio-economic categories that an Offeror meets or exceeds. In addition, the proposed plan will be evaluated with regard to the percentage of total dollars going to Small Business. The Government will evaluate the Offeror's explanation of its proposed approach to providing maximum practicable opportunities for small business participation and the extent to which the Offeror has provided support for its proposed quantitative small business participation.

b. Historical Commitment to Small Business Participation: The Government will evaluate the OTSB Offerors written statement of its established procedures for timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns, for those contracts awarded within the past three (3) years from the closing date of this solicitation, under which it was required. If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph. The Government will evaluate the OTSB Offerors compliance with reporting requirements on ISRs or SSRs, and achievement on each goal stated within the subcontracting plan as reported on each ISR or the goals stated in the associated commercial subcontracting plan and reported on each SSR in accordance with FAR 52.219-9, Small Business Subcontracting Plan for those contracts under which it was required. The Government will compare the Offerors small business achievement against each stated goal, as well as the degree to which an Offeror met or exceeded any single socio-economic category and the number of socio-economic categories that an Offeror met or exceeded. If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph.

6. IAW 13 CFR 125.3(g), Small Business Offerors will be given the maximum rating without having to submit any information in connection with this factor.

7. The Government will develop one overall Small Business Participation rating for each Offeror based on the evaluation criteria described above and assign an adjectival Small Business Participation Rating from the table below:

Name of Offeror or Contractor:

Small business ratings

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

8. OTSB Offerors Small Business Subcontracting Plans will not be evaluated as part of the Small Business Participation Factor. The apparent awardees Plan will be reviewed as part of the responsibility determination; the Plan must be acceptable and address the elements set forth in FAR Clause 52.219-9(d)(1) through (15) and must reflect and be consistent with the commitments offered in the final revised SBPCD (Attachment 0026). OTSB Firms shall submit acceptable subcontracting plans to be eligible for award. The awardees Small Business Participation Commitment Document (Attachment 0026) and the Small Business Subcontracting Plan will be incorporated into any resultant contract.

G. VOLUME 6 - INDEMNIFICATION REQUEST PACKAGE itself will not be included in the evaluation.

1. The Production Price Matrix Indemnified will not be included in the total evaluated price, nor will failing to submit the indemnification matrices render the Offeror unacceptable. However, if the PCO determines that pursuing indemnification is in the Governments best interest, these prices will be evaluated to determine whether they are fair and reasonable as well as for unbalanced pricing. The prices are binding if indemnification approval is ultimately provided and approved by the Secretary of the Army and will be utilized in contract execution accordingly.

*** END OF NARRATIVE M0001 ***

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

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984