SOLICITATION, OFFER AND AWARD

1.THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) 〉	RATING DO-A60	PAGE OF PAGES 1 | 58

2.CONTRACT NO.	3.SOLICITATION NO.	4.TYPE OF SOLICITATION	5.DATE ISSUED	6.REQUISITION/PURCHASE NO.
	N00164-04-R-4217	[ ]SEALED BID (IFB) [X]NEGOTIATED (RFP)	13AUG04	42425/42547820+

7.ISSUED BY CODE N00164	8. ADDRESS OFFER TO *(If other than Item 7)*
Commander, Rick Colvin Code 1162NG, BLDG. 2540 NAVSURFWARCENDIV 300 Highway 361 Crane, IN 47522-5001	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8,

or if handcarried, in the depository located in B. 64 until 4:00 P.M. local time 14 SEP 04

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FRO INFORMATION CALL: 〉	A. NAME Mr. Richard G. Colvin	B. TELEPHONE NO. *(include area code)* (NO COLLECT CALLS) (812) 854-4389

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	34
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	44
X	D	PACKAGING AND MARKING	7			PART IV – REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	45
X	F	DELIVERIES OR PERFORMANCE	26				
X	G	CONTRACT ADMINISTRATION DATA	29	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	53
X	H	SPECIAL CONTRACT REQUIREMENTS	33	X	M	EVALUATION FACTORS FOR AWARD	57

OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)* 〉	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and Related documents numbered and dated.*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NO. *(Include area Code)*	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 23204(c)( ) [ ] 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* 〉	ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

SECTION "B" NOTES:

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Lot I (Offer A)					
0001AA	42425/42245992 ACRN: A1 MK244 Mod 0 Armor Piercing Discarding Sabot 20MM Cartridges in accordance with ADL 53711-7497064B, all applicable drawings, specifications, and documents on the CD. (First Articles)	800	ea.		
0002AA	42425/42547820 ACRN: A2 MK244 Mod 0 Armor Piercing Discarding Sabot 20MM Cartridges in accordance with ADL 53711-7497064B, all applicable drawings, specifications, and documents on the CD.	Min. Max	150,000 1,200,000	SEE PRICING MATRIX	
0003AA	Data, in accordance with DD1423	1	lo.	Not Separately Priced	

CLIN 0001AA – The Government requires pricing for 800 each First Article Units.

Pricing Matrix for CLIN 0002AA

Quantity	Year 1 *** Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
50,000 – 100,000					
100,001 – 150,000					
150,001 – 200,000					
200,001 – 250,000					
250,001 – 300,000					
300,001 – 350,000					
350,001 – 400,000					
400,001 – 450,000					
450,001 – 500,000					
500,001 – 550,000					
550,001 – 600,000					
600,001 – 650,000					
650,001 – 700,000					
700,001 – 750,000					
750,001 – 800,000					

*** Year 1 is defined as 365 days from date of contract award; Year 2 is defined as 365 days from end of

year 1; etc.

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Lot II (Offer B)					
0004AA	42425/42547820 ACRN: A2 MK244 Mod 0 Armor Piercing Discarding Sabot 20MM Cartridges in accordance with ADL 53711-7497064B, all applicable drawings, specifications, and documents on the CD.	Min. 150,000 Max 1,200,000			SEE PRICING MATRIX
0005AA	Data, in accordance with DD1423	1	lo.		Not Separately Priced

Pricing Matrix for CLIN 0004AA

Quantity	Year 1 *** Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
50,000 – 100,000					
100,001 – 150,000					
150,001 – 200,000					
200,001 – 250,000					
250,001 – 300,000					
300,001 – 350,000					
350,001 – 400,000					
400,001 – 450,000					
450,001 – 500,000					
500,001 – 550,000					
550,001 – 600,000					
600,001 – 650,000					
650,001 – 700,000					
700,001 – 750,000					
750,001 – 800,000					

*** Year 1 is defined as 365 days from date of contract award; Year 2 is defined as 365 days from end of year 1; etc.

Interested contractors must contact Mr. Richard G. Colvin, Contracting Officer, for CDs, which contain all of the applicable specifications and drawings. Mr. Colvin can be contacted via email at: colvin_r@crane.navy.mil or by fax at 812-854-3373.

The technical data package contains information that is export controlled. Only those companies that

have completed DD Form 2345, and are certified under the Joint Certification Program, are authorized to receive the package. Additional information is available at http://www.dlis.dla.mil/jcp/.

FIRST ARTICLE WAIVER (5302)

The Government reserves the right to waive first article testing and approval if supplies similar or identical to those called for have been previously delivered by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded.

FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity. (see FAR clause 52.209-4)

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM. **No Friday Or Weekend Deliveries Accepted.**

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

Contract Data Requirements List(s) (CDRLs) contains references to Data Item Descriptions (DIDs). DIDs referred to herein are available at the following web site(s):

http://www.kolacki.com/dids_index.htm

http://www.mn.afrl.af.mil/public/dids/didshelp.html

http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html

ORDERING -- ADDITIONAL INFORMATION – (5306)

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), and Crane, IN 47522-5001.

Delivery orders shall be placed against this contract using a DD 1155 or SF 1449 format. Delivery orders placed under this contract shall be placed no later than __5 years after contract award._.

B.2.1 Pricing Of Stepladder Quantity Range - (CLINS 0002AA AND 0004AA)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for **CLINs 0002AA and/or 0004AA**.

Data Rights (5317)

The Government shall have unlimited data rights to all data generated in accordance with DFARS 252.227-7013.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Automated Data List (ADL) 53711-7497074B

Drawings

Specification

ITEM(S) 0006AA - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - (5410)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".
(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.
(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.*

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)(5417)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):
Contract(s)
(Offeror to fill in contract number(s), as applicable. See Section M)

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION "D" - PACKAGING AND MARKING

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with drawings.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.
(b) Warranted items shall be marked with the following information:
(1) National stock number or manufacturer's part number
(2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
(3) Contract number
(4) Indication that a warranty applies
(5) Manufacturer or entity (if other than the contractor) providing the warranty
(6) Date or time when the warranty expires
(7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number;
Serial Number; Packing Date;

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

FAR Subsection	Title	Date
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
	PART II	
DFARS Subsection		

252.246-7000	Material Inspection and Receiving Report	Mar 2003

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE (ORIGIN) (5607)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by __Government DCMC representative__ at the contractor's or subcontractor's plant located at __To be determined.__ The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.
(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.
(c) Advance notification of the cognizant inspector __X__ is ___ is not required at least __15___ days prior to conducting contractor inspections and/or testing.
I

NSWC CRANE
QUALITY ASSURANCE PROVISIONS (QAP-N-04)
FOR
CARTRIDGE, 20MM LINKED, ARMOR PIERCING
DISCARDING SABOT, MK 244 MOD 0
PDP _53711-7497064B_

The Designated Technical Activity (DTA) for subject item is:

NSWC Crane (Code 4025)

The Product Quality Manager (PQM) for subject item is:

NSWC Crane (Code 4026)

To facilitate a more user-friendly document, QAP-N-04 has been divided into two sections. Section 1 contains selectable ordnance quality requirements. Section 2 contains internal quality guidance.

SECTION 1 - SELECTABLE ORDNANCE QUALITY REQUIREMENTS

1. The following Quality Assurance Provisions (QAP) marked (x) shall be an integral part of the contract.

(X) a. The Contractor shall comply with:

____ ISO 9002

____ ISO 9001-2000; only design/development exclusions permitted

_x__ ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by NSWC Crane (Code 402). Copies of the documented program are to be provided for review and approval to the Procuring Office at NSWC Crane and the DTA. The initial submission is to be no later than 30 days prior to the start of production. Revisions shall be submitted when developed. The applicable Quality Assurance Representative (QAR) at the contractor facility shall have approved the plan prior to submission.

(X) b. Statistical Process Control (SPC) shall be applied to the contract in accordance with requirements of this clause. Control chart techniques shall be in accordance with the ANSI Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(1) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. 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 NSWC Crane (Code 402), the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause is fulfilled. If NSWC Crane (Code 402) has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

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

(3) A milestone schedule will be submitted for those facilities that 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 General Management Plan. 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. The Contracting Officer shall furnish notification by the Government of the acceptance or nonacceptance of the milestones to the Contractor.

(4) 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 or major which have been deemed impractical for the application of SPC techniques.

(5) 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 a 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 three years. The control charts shall be provided to the Government for review at any time upon request.

(6) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through the Administrative Contracting Officer (ACO) and Contracting Officer channels to the PQM/DTA 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.

(7) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the PDP, specifications or drawings of this contract if any one of the following conditions exist:

(a) 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.

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

(c) 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).

(8) 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 is met:

(a) 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 Cpk is being maintained for each production delivery.

(b) 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 Cpk(s) are being maintained for each production delivery.

(9) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the Cpk 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).

(10) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than six 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 six months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (6) above.

(11) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the Process Capability (Cp) or 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 (12) below.

(12) 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.

c. The following supplemental information shall be considered and used when designing the general and detailed SPC plans.

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

(a) Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

(b) Applicable Document: List documents that are the basis for the Contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

(c) SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position, all key personnel within departments involved in the application of SPC. Describe which functions key personnel perform 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.)

(d) 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.

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

(f) 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 and major process/operation parameters (i.e., Pareto analysis, analysis of characteristics with tight tolerances, etc.).

(g) Process Stability and Capability: 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. Cp shall be determined. Cpk shall be greater than or equal to 1.33. For critical parameters/characteristics, the Cpk shall be greater than or equal to 2.0.

(2) Attribute data. Cp/Cpk shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).

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

(h) Control Chart Policy:

(1) Type of charts to be used (i.e., X-Bar/R, X-Bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

(2) Procedures for establishing and updating control limits, including frequency of adjustments.

(3) 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.

(4) Describe the method of recording pertinent facts on control charts such as changes in raw material, machines, manufacturing methods and environment, and corrective actions taken and describe

how control charts are traceable to the product.

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

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

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

(2) Detailed Plan: This section shall detail specific manufacturing process/operation parameters under control.

(a) Control of Process/Operation Parameters or Characteristics:

(1) Identify the following for each process/operation by name or characteristic under control:

(a) Identify process/operation by name or characteristic and provide rationale for selection; justification for nonselection if the parameter or characteristic is identified as critical and/or major.

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

(c) 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.

(d) 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.

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

(X) d. The requirements of the Supplementary Quality Assurance Provisions (SQAP) 402-004 apply.

Note: The SQAP is included with the ADL on the technical data package CD-ROM.

(X) e. A First Article is required per the technical data. First Article Acceptance Testing and Inspection shall be:

(x) (1) Performed at the Contractor facility with DTA/PQM witnessing.

( ) (2) Performed at the following Navy activity after successful completion of acceptance inspection and tests by the Contractor and provisional acceptance by the QAR.

_____

Waiver of a First Article shall require prior concurrence by the DTA.

(3) The first article shall be as specified and shall be examined and tested in accordance with the contract, the item specification(s) and drawings listed in the ADL.

(4) The first article shall be representative of items to be manufactured using the same processes and procedures as 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 provided PDP.

(5) Prior to delivery to the designated testing activity, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, and specification requirements except for any environmental or destructive tests indicated. The Contractor shall provide to the PCO at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article is selected. Results of Contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the QAR and one copy of the report of findings bearing the QAR endorsement shall be attached to the first article. Upon delivery to the testing activity, the first article may be subjected to inspection for all contract, drawing, and specification requirements.

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

(7) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor

agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the PCO the right to destroy or otherwise dispose of the rejected items without liability to the Contractor by reason of such destruction or disposition.

(X) f. Production Lot Acceptance Testing and Inspection is required per the technical data. Production Lot Acceptance Testing and Inspection shall be:

(x) (1) Performed at the Contractor with DTA/PQM witnessing.

( ) (2) Performed at the following Navy activity after successful completion of acceptance inspection and tests by the Contractor and provisional acceptance by the QAR.

(3) The sample units shall be randomly selected from the entire lot by or in the presence of the QAR. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

(4) Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specification(s) and drawing(s) unless authorized by the PCO.

(5) Unless authorized by the PCO, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the PCO that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

(6) If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs.

(7) The PCO shall by written notice to the Contractor, within 45 days or otherwise specified by the PCO after receipt of the sample units by the testing activity, approve, disapprove, or conditionally approve the lot acceptance sample.

(8) If the production lot sample fails to meet applicable requirements, the Contractor may be required, at the option of the PCO, to submit an additional production lot test sample for test. When notified by the PCO to submit an additional production lot test sample, the Contractor shall make any necessary changes, modifications, or repairs and randomly select another sample for testing. The additional test sample shall be furnished under the terms and conditions and within the time specified in the notification.

(X) g. Where destructive testing of items or components thereof is required by the contract, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered as set forth in the contract, and all costs for destructive testing by the Contractor and items destroyed are considered as being included in the contract unit price. All pieces of the complete FAT sample shall be considered as destructively tested items unless specifically exempted by other provisions of the contract. The Contractor shall not reuse any components from

items used in a destructive test during FAT, LAT, or in-process testing, unless specifically authorized by the PCO. The PCO reserves the right to take title to all or any samples or components described above. The PCO will take title to all or any samples by written notice to the Contractor within 120 days after completion of testing.

(1) The items or components of items to which the PCO takes title shall be shipped in accordance with the PCO instructions.

(2) Those items and components to which the PCO does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor within 240 days after completion of testing.

(X) h. Contractor Responsibility for Performance of Tests - The Contractor shall have available the required testing equipment on own premises, the premises of designated subcontractor facility, or in lieu thereof. The Contractor may accomplish the testing at a commercial laboratory having the necessary equipment and facilities and capable of performing the tests. If the Contractor employs a commercial laboratory for testing purposes, the laboratory shall be considered as an "on the premises" facility of the Contractor. The selection of samples for chemical analysis and specimens for physical test, including samples for check tests, shall be made under the cognizance of the Contractor QAR.

(x) (1) The DTA shall be invited to witness contractor- performed testing for the following characteristics:

___MK 244 APDS CARTRIDGE___

(2) If the Contractor intends to utilize a commercial laboratory in the performance of this contract, the Contractor shall provide the name and address of such facility to the PCO. The Contractor shall notify the DTA/PCO/PQM in writing prior to any change of such commercial laboratory.

(3) The Contractor is responsible for assuring that all inspections and tests specified in the applicable PDP are performed and to the degree specified, as a minimum.

(4) The Contractor shall provide access to subcontractor facilities so that regulatory surveys, inspections and investigations can be conducted. The DTA/PQM shall be invited to all quality and/or technically related surveys, assessments, reviews and conferences resulting from the procurement and/or production. The DTA shall require 7 days advance notice prior to date of visit.

( ) i. Radiographic inspection of fuzes in accordance with OES-0040 is required. Radiographic inspection of fuzes shall be performed at the following activity:

( ) (1) CAAA

( ) (2) NSWC Crane (Code 405)

(X) j. Acceptance Inspection Equipment requirements of PDP apply.

(1) Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of the

components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

(2) The Contractor shall provide all AIE necessary, except for the Government Furnished Equipment (GFE) listed in paragraph k. The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contracting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

(3) Contractor AIE designs, specifications, and procedures for Critical, Major, Special and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

(4) Contractor AIE must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

(5) Resubmission of AIE design, specification, and procedure documentation for approval on a follow–on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(6) The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

(7) Navy Special Interface Gage (NSIG) Requirements

(a) The NSIGs listed under this clause will be forwarded to the Contractor for use by the Contract Administration Office (CAO) and the contractor.

(b) The contractor may substitute contractor designed and built AIE for the NSIGs noted as applicable in paragraph k. However, the designs require Government approval and contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph 3. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE

certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

(c) The NSIGs 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.

(d) Items that fail to be accepted by the applicable NSIGs may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

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

(f) Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (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 NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

(g) Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to Receiving Officer, Attention: Gage Laboratory, NSWC, 1861 W. Mission Blvd., Bldg. 27, Pomona, CA 91766-1022. The following specifications are applicable:

(1) Shipping, MIL-STD-2073, “DOD Standard Practice for Military Packaging”

(2) Marking, MIL-STD-129, “Marking for Shipment and Storage”.

k. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph 7b applicability.

Para. 7b Applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value
	2486253	F	M102		3	8X8X8	15	7500
	2486253	F	M103		3	8X8X8	15	7500
	2486253	F	M104		3	8X8X8	15	7500
	2486253	F	M105		3	8X8X8	15	7500
	2486253	F	M106		3	8X8X8	15	7500
	2486253	F	M107		3	8X8X8	15	7500
	2486253	F	M109		3	8X8X8	15	7500
	2486253	F	M110		3	8X8X8	15	7500
	5517343	A	M111		2	3X3X6	5	700

3236934	-	Note 8	1	3X3X7	4	290
5517333	A	M014	1	12X20X8	10	2500
6116865	C	M109	1	24X24X8	50	8000

(X) l. All Engineering Change Proposals and/or Requests for Deviations affecting this item shall be documented in accordance with DID DI-CMAN-80639 and DID DI-CMAN-80640.

(1) Proposed changes or departures which include VECPs, ECPs, RFDs, NORs, and SCNs in the configuration or configuration identification of an item shall be documented in accordance with EIA-649. A local form that documents proposed changes in the configuration or configuration identification of an item may be utilized. Form approval will be provided by the DTA.

(2) All repair procedures, ECPs, and RFDs shall be submitted for evaluation and approval/disapproval. If a repair procedure, ECP, or RFD is approved, the Contract number, lot number, quantity and date of the implementation shall be provided to the DTA within 10 days of implementation and shall be annotated on ammunition lot data card.

(X) m. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specification 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.

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

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

(5) Whenever the Contractor submits a repair or rework procedure for review and approval, 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.

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

(X) n. Quality Assurance Letter of Instruction (QALI) - For each item produced, the AEA will provide Quality Assurance Requirements to the PQM within **20 days** after notification of contract award. The PQM will prepare a QALI to the PCO within 30 days after notification of contract award. The QALI shall contain selected mandatory Product Verification Inspection requirements. For COTS/NDI items, if the

contractor will not provide full disclosure of product drawings and associated lists for proprietary reasons, then commercial drawings and associated lists, as defined in ASME Y14.25 (Types and Applications of Engineering Drawings), and a Classification of Characteristics Matrix for each component, subassembly, and the end item shall be provided as a minimum. The classification of characteristics matrix shall classify characteristics in accordance with DOD-STD-2101 (OS) (Classification of Characteristics). Any change to the characteristics identified in the matrix shall be considered a change to the product baseline and shall require the appropriate Configuration Management documentation. For COTS/NDI items, the QAR/QALI shall be provided within 30 days after receipt of Product Drawings and Associated Lists and the Classification of Characteristics matrix.

(X) o. Quality Deficiency Reports (QDRs) - All product quality deficiencies will be reported. QDRs (SF 368) shall be submitted to the PQM for action with a courtesy copy to the DTA.

(X) p. Bar Coding - Ammunition bar code markings are required in accordance with MIL-STD-129 latest revision, Appendix G. Bar coding shall be applied to outer shipping containers and to unit loads in accordance with the ADL. Plastic laminated labels are required.

(1) If wood containers are used, labels shall be affixed by means of stapling. The staples must not be located within the bar code or the quiet zone of the label. It is permissible to attach the pressure sensitive label to a piece of water-resistant card stock slightly larger than the label and staple the card stock to the wood container by means of heavy-duty staples.

(X) q. Ammunition Data Cards (ADCs) shall be prepared in accordance with MIL-STD-1168, DI-MISC-80043, Contract Data Requirements List, and any ADL exceptions using the government furnished WARP Computer Software and Users Guide. Distribution shall be as delineated in the CDRL.

(X) r. Lot Numbering and Packaging - All product lot numbering and packaging shall be in accordance with the requirements of MIL-STD-1168 (unless otherwise specified in the ADL). No more than one lot shall be packaged in an outer shipping container.

(X) s. The government reserves the right to conduct PCA, SPC, and/or quality audits at the contractor facility to assure the quality of products and services meets contractual requirements. The scope and schedule of the audit will be by direction of the PCO or designated representative. The PCO or designated representative will coordinate with the contractor to assure resources required for performance of the audit are available. The contractor will be notified __15___ days in advance of the scheduled audit (DFAR 246.101).

( ) t. For Commercial Off the Shelf (COTS) or Non Developmental Items (NDI), the contractor shall provide, at a minimum, commercial drawings and associated lists as defined by MIL-DTL-31000 and a classification of characteristics matrix for each component, subassembly, and the end item. The commercial drawings and the classification of characteristics matrix shall form the product baseline for the item. The commercial drawings shall be in accordance with Contract Data Requirements List (CDRLs) and Data Item Description (DID) DI-SESS-81003. The drawings shall be provided prior to the First Article (FA) submission or lot submission if there is no FA requirement, and shall be representative of the configuration of the material procured. The classification of characteristics matrix shall, at a minimum, define each characteristic of the item classified as critical or major in accordance with DOD-

STD-2101 and the respective classification. This matrix, as agreed by the government technical representative, shall form the basis of the production inspection documentation instructions.

( ) u. For COTS or NDIs, the contractor shall provide product drawings and associated lists, as defined by MIL-DTL-31000, which shall form the product baseline for the item. The product drawings shall be in accordance with applicable Contract Data Requirements Lists (CDRLs) and Data Item Description (DID) DI-SESS-81000. The drawings shall be provided prior to the First Article (FA) submission or lot submission if there is no FA requirement, and shall be representative of the configuration of the material procured.

( ) v. For COTS or NDIs, the contractor shall not change energetics, interface, packaging or marking without concurrence from the AEA/DTA through the PCO.

( ) w. For COTS or NDIs, changes to contractor controlled product drawings/commercial drawings and associated lists shall be made through coordination with the procuring office/PCO, AEA/DTA, contractor and NSWC Crane, Code 402. Contractors submitting Request For Deviations or engineering changes shall not annotate the classification of the defect/deviation. This annotation shall be made by the appropriate government representative(s).

( ) x. For COTS or NDI items, the contractor shall notify the procuring activity/PCO of all minor changes as defined by the classification of characteristics. The contractor must receive approval of all major and critical changes as defined by the classification of characteristics from the AEA/DTA through the procuring activity/PCO prior to implementation.

( ) y. All contracts or agreements (IDIQ, BOA, etc.) for CAIMS managed products permitting placement of delivery orders or task orders shall use Contract Line Item Numbers (CLINS) sequentially and consecutively across all delivery orders. If the previous order ended with CLIN 0005; then the next order would begin with CLIN 0006. There shall be no duplication of CLIN numbers across all delivery orders of a contract.

(X) z. Formal mailing addresses for distribution of data required in the clauses above are provided below:

( ) (1) Commandant
Attn: Code G-ACS-1 or G-OCU-3 as applicable
U. S. Coast Guard
2100 Second Street, S. W.
Washington, DC 20593

( ) (2) Program Executive Office
Tactical Aircraft Programs
Attn: Code PMA-201 or PMA-242 as applicable
47123 Base Road
Patuxent River, MD 20670-1547

( ) (3) Program Executive Officer
Tactical Aircraft Program

Attn: Code PMA-272J3
P. O. Box 122
NAS, Jacksonville
Jacksonville, FL 32212-0122

( ) (4) Commander
Attn: Code N43
Naval Special Warfare Command
2000 Trident Way
San Diego, CA 92155-5599

( ) (5) Commander
Attn: Code 332200E or 332300E or 473310E
Naval Air Warfare Center Weapons Division
521 9th Street
Point Mugu, CA 93042-5001

(X) (6) Commander
Attn: PM4 or 0563G or 402 or 4021 as applicable
Naval Surface Warfare Center Crane Division
300 Highway 361
Crane, IN 47522-5001

( ) (7) Commander
Attn: Code PM
Naval Surface Warfare Center Indian Head Division
101 Strauss Avenue
Indian Head, MD 20640-5000

( ) (8) Commanding Officer
Attn: Code 712
Naval Weapons Station Earle
201 Highway 34 South
Colts Neck, NJ 07722-5023

( ) (9) Commanding Officer
Attn: Code 303
Naval Weapons Station Yorktown
P. O. Drawer 160
Yorktown, VA 23691-0160

( ) (10) Officer-In-Charge
Attn: Code 4314 or 0455 (as applicable)
Naval Ammunition Logistics Center
P. O. Box 2011

Mechanicsburg, PA 17055-0735

( ) (11) Commanding Officer
Attn: Code MS 16, MS 21 or MS 25 as applicable
Naval Surface Warfare Center Corona Division
P. O. Box 5000
Corona, CA 92878-5000

( ) (12) Commander
Attn: Code 110000D
Naval Air Warfare Center Weapons Division
1 Administration Circle
China Lake, CA 93555-6001

( ) (13) Naval Air Systems Command
Program Executive Office Strike Weapons and Unmanned Aviation
RADM William Moffett Building
Attn: Code PMA-201C1 or PMA-242
47123 Buse Road, Bldg. 2272, Suite 448
Patuxent River, MD 20670-1547

SECTION 2: INTERNAL QUALITY GUIDANCE

(X) 1. Post-award survey is required for this item. This requirement may be waived with written concurrence of the DTA and the PQM.

(X) 2. The DTA and PQM shall be invited to all quality and/or technically related surveys/assessment/reviews and conferences resulting from procurement/production of Navy cognizant items by the Contractor facility for the following components:

LINK, 20MM CARTRIDGE, MK 7 MOD 1
MK 244 APDS CARTRIDGE (END ITEM)

(X) 3. Material Review Board authority shall be withheld.

(X) 4. Contract Data Requirements of PDP apply.

(X) 5. Shipping Document Number and special "Mark For" information must be referenced on all DD 250s, DD 1348s or comparable shipping documents and on all documentation as required per applicable contract. One copy of the form shall be distributed to the following if specified:

(X) (1) DTA

( ) (2) NALC, Code 431
( ) (3) NSWC Crane, Code 4021

( ) 6. Marking, packing and packaging shall be Level A packaging for overseas shipment.

( ) 7. All drawings and associated lists provided by the contractor shall be status accounted as proprietary documents and shall only be used by the government for maintaining a safe and reliable inventory in accordance with Federal Acquisition Regulations (FAR). Documentation provided by the contractor shall not be used for reprocurement purposes unless otherwise agreed to by the contractor.

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

FAR Subsection	Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-29	F.o.b. Origin	Jun 1988
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Jun 2003
DFAR Subsection		
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Dec 1991

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

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

REQUIRED DELIVERY SCHEDULE

Lot I (Offer A)

ITEM NO.	QUANTITY	DELIVERY SCHEDULE
0001AA	800	180 days after contract award (this includes testing the first article units and submitting the first article test report to the Government for review)
0002AA	To be determined	180 Days after acceptance of first article test report (this includes testing the production units and submitting the production test report to the Government for review)
0003AA	1	In accordance with DD1423s

Lot II (Offer B)

ITEM NO.	QUANTITY	DELIVERY SCHEDULE
0004AA	To be determined	180 Days after contract award (this includes testing the production units and submitting the production test report to the Government for review)
0005AA	1	In accordance with DD1423s

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

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

DELIVERY LANGUAGE FOR F.O.B. ORIGIN (5705)

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, To be determined, for shipment at Government expense (normally on Government bill(s) of lading). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for

shipping instructions to Richard G. Colvin , with a copy to the cognizant Contract Administration Office.
All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

RECEIVING FACILITY SCHEDULE (5709)

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility is normally closed Friday, Saturday, and Sunday.

PLACE OF DELIVERY: ORIGIN (GBL) (5710)

The articles to be furnished hereunder shall be delivered in accordance with FAR 52.247-29 entitled "F.o.b. Origin", free of expense to the Government, F.o.b. carrier's equipment, wharf, or freight station located at or near To be determined for shipment at Government expense, except as provided in FAR 52.247-29(c) to the following destination:

Commander
Crane Army Ammunition Activity, Bldg. 2074
300 Highway 361
Crane, IN 47522-5001
POC: Darrell Hewins, Code 4025, (812) 854-4694
UIC W53XMD

The mode of transportation, type of vehicle and exact place of delivery at or near F.o.b. origin point named above shall be specified by the Government at the time of shipment.

NOTE: PREPAY AND ADD SHIPPING CHARGES NOT ALLOWED

TAC N82B is to be used for shipping charges. Shipping is to be established via a bill of lading and a powertrack contractor is to be utilized. The DCMC transportation officer can provide a listing of approved powertrack contractors. Shipping charges are NOT to be billed Prepay and Add on the invoice. The DCMC Administrative Contracting Officer does NOT have the authority to authorize Prepay and Add for shipping charges under this award.

SECTION "G" - CONTRACT ADMINISTRATION DATA

GENERAL PROCUREMENT INFORMATION

PART I

DFARS Paragraph	Title	Date
252.242-7000	Post Award Conference	Dec 1991

SF 26 BLOCK 14 : ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:
SF 33 BLOCK 21:

ACRN	Line Of Accounting	Amount
A1	To be completed at time of award on individual delivery orders	

ACRN	**CLIN**	**(Local Use Sop/REQN #**	**Qty**	**Ea**	**Unit Price**	**Amount**	**Contract Type**	**Progress Payments**
A1	0001AA	To be completed at time of award on individual delivery orders		ea			FFP	None
A2	0002AA			ea			FFP	None

SPECIAL PAYMENT INSTRUCTIONS

- Payment instructions will be detailed in each individual delivery order.
- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

SPECIAL INVOICE/BILLING INSTRUCTIONS

- Invoicing Instructions is detailed in the contract.
- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.

[IF DFAS-CO PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY]

- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY
CODE 00M, BLDG 3173
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5002

Or e-mail the invoice to the following address:
cnin_Vendor Pay@crane.navy.mil

The subject line of the e-mail must read as follows:
Company Name/Contract Number/Order Number

CNIN-G-0003 SUBMISSION OF INVOICES (FIXED PRICE)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
(b) The contractor shall submit original invoices with 1 copy to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).
(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
(e) The contractor shall prepare:

☒ A separate invoice for each activity designated to receive the supplies or services.
☐ a consolidated invoice covering all shipments delivered under an individual order.
☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed as follows:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 45th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in FAR 52.232-25, Prompt Payment, (Oct 2003), paragraph (a)(1) as follows:

Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause (FAR 52.232-25).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor’s facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE: COMMANDER; ATTN: CODE 1162 BLDG 2540
NAVAL SURFACE WARFARE CENTER; CRANE DIVISION
CRANE IN 47522-5011; Telephone No. 812-854-4389

TRANSPORTATION ALLOTMENT CODE (TAC) (5805)

Transportation is chargeable to: NAVY TAC N82B

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.cpars.navy.mil/. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name	Phone	E-mail Address (optional)

PAYMENT STATUS INQUIRIES

Status of invoice payments can be obtained from the following web site:
www.dfas.mil/money/vendor

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus,** status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

Document	**Block**
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with Deployment of Wide Area WorkFlow - Receipt and Acceptance OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for payment shall be submitted, in hard copy or via e-mail, in accordance with the Submission of Invoice Clause and Special Invoice Instructions located elsewhere herein.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)
As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Description	Quantity	Dollar Value
MK3 Pallets	110	$132.00 ea.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: http://www.gidep.corona.navy.mil

SECTION "I" - CONTRACT CLAUSES

PART I

FARSubsection	Title	Date
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan – Alternate II	Jan 2002
52.219-16	Liquidated Damages Subcontracting Plan	Jan 1999
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Jan 2004
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity (Apr 2002) – Alternate I	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.227-01	Authorization and Consent (Jul 1995)—Alternate I	Apr 1984
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	Aug 1996
52.242-10	F.o.b. Origin – Government Bills of Lading or Prepaid Postage	Apr 1984
52.242-12	Report of Shipment (REPSHIP)	Jun 2003
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.245-04	Government-Furnished Property (Short Form)	Jun 2003
52.246-23	Limitation of Liability	Feb 1997
52.248-01	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	PART II	
DFARS Subsection	Title	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991

252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration – Alt A	Nov 2003
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts	Apr 1996
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Dec 1991
252.225-7001	Buy American Act and Balance of Payments Program	Apr 2003
252.225-7002	Qualifying Country Sources as Subcontractors	Apr 2003
252.225-7004	Reporting of Contract Performance Outside the United States	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Feb 2003
252.225-7016	Restriction on Acquisition of Hand or Measuring Tools	May 2004
252.225-7031	Secondary Arab Boycott of Israel	Apr 2003
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Oct 2003
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7036	Declaration of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.242-7000	Post Award Conference	Dec 1991
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Mar 2003
252.247-7023	Transportation of Supplies by Sea	May 2002

CLAUSES IN FULL TEXT

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

(a) The Contractor shall test 800 unit(s) of Lot/Item(s) 0001AA as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to Commander, Code 4025, Bldg. 2540, NAVSURFWARCENDIV Crane, IN 47522-5001 Attn: Darrell Hewins [insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. __, Lot/Item No. ___." Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

Alternate I (Jan 1997)

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

ORDERING (OCT 1995) (FAR 52.216-18)

(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 time of award through 5 years after time of award .

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 50,000 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 800,000.

(2) Any order for a combination of items in excess of 800,000;

or

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

(c) If this is a requirement 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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six years from effective date of contract .

NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (FAR 52.223-7)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

**The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).*

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
(1) Be submitted in writing;
(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.
(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)

(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)

OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, 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 which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) 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).

(End of Clause)

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(APR 2003)

(a) *Definitions.* As used in this clause--
"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c)
(1) The following clauses shall be flowed down to subcontracts for commercial items:
(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241and 10 U.S.C 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)
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 addresses*(es): http://www.arnet.gov/far

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(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 Defense 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.

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) (DFARS 252.211-7005)

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offieror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification
Or Standard:

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

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

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(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						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
Items	Number	(Y or N)				
(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.

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.
(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert “None”)	ACT
_____	
_____	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007)(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
Cartridge, 20MM Linked, Armor Piercing Discarding Sabot, MK 244 Mod 0	1305-01-484-9674	1.4C Ammunition

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for

the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-
(1) For the development, production, manufacture, or purchase of AA&E; or
(2) When AA&E will be provided to the subcontractor as Government-furnished property.
(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

STANDARD COMMERCIAL WARRANTY (6001)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ___\ months. (Offeror is to insert number.)

HAZARDOUS MATERIALS (6002)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.
(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT	APPLICABLE REGULATIONS
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
C. Official Air Transport Restricted Articles Circular No. 6-D
D. International Air Transport Association Restricted Articles Regulations
E. International Maritime Dangerous Goods Code
F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES (6003)

NOTE: Government furnished Material in this contract consists Category _____ and Category _____ weapons and Category __1.4C____ ammunition. Supplies procured under this contract are Category _____ hazardous material.

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives".

PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES (6004)

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFAR 252.223-7002. Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder.

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

Description	Date	No. of Pages
CDRL A001 (Ammunition Data Card)	3 Jun 04	1
CDRL A002 (Quality Deficiency Report)	3 Jun 04	1
CDRL A003 (Management Plan)(SPC)	3 Jun 04	1
CDRL A004 (Management Plan)(Quality Program Requirements)	3 Jun 04	1
CDRL A005 (Test Procedure)(FA Inspection Procedures)	3 Jun 04	1
CDRL A006 (Test/Inspection Report)(FA Inspection and Tests)	3 Jun 04	1
CDRL A007 (Test Procedure)(Production Acceptance Inspection and Test Reports)	3 Jun 04	1
CDRL A008 (Test/Inspection Reports)(Production Acceptance Inspection and Test Reports	3 Jun 04	1
CDRL A009 (Special Inspection Equipment (SIE) Drawings and Associated Lists	3 Jun 04	1
CDRL A0010 (Special Inspection Equipment Operating Instructions)	3 Jun 04	1
CDRL A0011 (Engineering Change Proposal)	3 Jun 04	1
CDRL A0012 (Request for Deviation)	3 Jun 04	1
CDRL A0013 (Ballistic Acceptance Test Report)	3 Jun 04	1
CDRL A0014(Hazardous Materials Management Program (HMMP) Plan)	3 Jun 04	1
CDRL A0015 (Hazardous Materials Management Program (HMMP) Report	3 Jun 04	1
Exhibit "B" -		
Automated Data List 53711-7497064B	5 May 04	15
Drawings (on CD)		
Specification 53711-WS33604		

Attachments		
(1) Data Item Description (DID) DI-MISC-80043A		
(2) DID DI-QCIC-80736		
(3) DID DI-MGMT-80004		
(4) DID DI-MGMT-80004		
(5) DID DI-NDTI-80603		
(6) DID DI-NDTI-80809B		
(7) DID DI-NDTI-80603		
(8) DID DI-NDTI-80809B		
(9) DID DI-SESS-81004B		
(10) DID DI-QCIC-81005		
(11) DID DI-CMAN-80639C		
(12) DID DI-CMAN-80640C		
(13) DID DI-MISC-80246		
(14) DID DI-MGMT-81398		
(15) DID DI-MISC-81397		
(16) General DD Form 1423 Glossary	22 Jun 90	8
(17)Acceptance Inspection Equipment Requirements		2
(18)Appendix V Contractor Designed and Procured AIE		6
(19)Appendix I Government Furnished AIE		1
( ) NAVSEAINST 8020.9B Ammunition and Explosives Definitions and Certifications	21 May 01	4

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

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

	PART I	
FAR Subsection	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001
	PART II	
DFARS Subsection		

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(l) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(l) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or

proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above _____(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions*.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M ,and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

( ) TIN: _____.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);;

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other _____.

(f) *Common Parent.*

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent::

Name

TIN

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)

(a) [*Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [*Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it
[ ] is, [ ] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(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 database 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 Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's

responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) 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 rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

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

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

Place of Performance (Street, Address City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	
_____	

SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)(FAR 52.219-1) – Alt I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is ___332993_____ *[insert NAICS code].*

(2) The small business size standard is ___1500_____ *[insert size standard]*.

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

(b) *Representations*.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision*]. The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

(a) It (__) has, (__) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It (__) has, (__) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it (__) has developed and has on file, (__) has not developed and does not have on file, at each

establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAR 52.223-13)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:
  (A) Major group code 10 (except 1011, 1081, and 1094.
  (B) Major group code 12 (except 1241).
  (C) Major group codes 20 through 30.
  (D) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C.6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contact or fee basis); or
* (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions*.

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U>S>C> App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial

interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award*.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003) (DFARS 252.225-7000)

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government –

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Programs.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that –

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)

(End of provision)

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

__ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

__ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract

resulting from this solicitation.

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision…". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:
Address:

Division:

RFP #:
POC: (Person who can verify data)
Telephone:
FAX:

CONTRACT INFORMATION

Contract Number:
Contract Type: Fixed Price
Item Description:
Contract Quantity/Length of Service:
Customer Name:
Address:

Date Completed:
Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)
Telephone:
FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?
YES* ___ NO ___ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?
YES* ___ NO ___ (Explanation)

Was any warranty work completed on delivered items?
YES* ___ NO ___ (Explanation)

Did you receive any quality awards in the past three years?
YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?
YES ____ NO *_____ (Explanation)

COST FOR COST TYPE CONTRACTS:
Was the original contract estimated cost met?
YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?
+_____ -

OTHER PERTINENT INFORMATION
Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

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

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: http://www.crane.navy.mil/supply/VendorSurvey.htm Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

	PART I	
FAR Subsection	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52-215-01	Instructions to Offerors-Competitive Acquisition	Jan 2004
52.215-16	Facilities Capital Cost of Money	Jun 2003
	PART II	
DFARSSubsection	Title	Date
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.225-7003	Report of Intended Performance Outside the United States	Apr 2003
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

PROVISIONS IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (__) DX rated order; (X) DO rated order certified for national defense 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.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(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 General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Richard G. Colvin,Bldg.2540 Code 1162NG, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522 . [*Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.]*

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

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

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, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.arnet.gov/far

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) $1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
(4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
(6) Identification of proposed subcontractors, if known, and their location and size status.
(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
(8) Any other information the Contracting Officer requires in order to evaluate the program.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PMS400, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

(1) Any item of supply that is available in the commercial marketplace;

(2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or

(4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:

(i) is not yet in use; or

(ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

SUBCONTRACT DATA REQUIRED (6410)

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB) , woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (http://www.crane.navy.mil/supply/solicit.htm) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain

all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

Note: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 42 of 58 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

SECTION "M" – EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD (NAVSEA) (SEP 1990)(HQ-M-2-0001)

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items.

WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) (NAVSEA) (JUL 2000)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) _____

_____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.
(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.
(d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references relating to the first article will not apply.

(End of Provision)

SINGLE AWARD FOR ALL ITEMS - ALTERNATE I

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

GREATEST VALUE EVALUATION

(a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered**. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS
Past Performance (Significantly More Important Factor)
Cost/Price

(b) **Although cost is not a weighted evaluation factor, it will not be ignored**. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.
(c) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.
(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.
(e) **The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.**

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will be rated neither favorable nor unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

Note: Award will be made to the offeror whose offer is most advantageous to the Government.

The government reserves the right to award any quantity within the stepladder quantity range (CLINs 0002AA and 0004AA). The stepladder quantity range is sufficiently large to accommodate potential increases in funding which may occur prior to

award, and to permit the widest possible latitude in evaluation of proposals.

Proposed prices will be evaluated based on an examination of the proposed price for the first article units (clin 0001AA) and an average price basis for the five years for the production units (clins 0002AA and/or 0004AA).