

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A60	PAGE OF PAGES 1 63
2. CONTRACT NO.	3. SOLICITATION NO. N00164-04-R-4211	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 25 Jun 2004	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER R. WHITE (812-854-1474) B2540 300 HIGHWAY 361 CRANE IN 47522-5001 TEL: 812-854-1474 FAX: 812-854-3373		CODE N00164	8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		

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 Building 64 until 02:00 PM local time 26 Jul 2004
(Hour) (Date)
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME RANDY J. WHITE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 812-854-1474	C. E-MAIL ADDRESS white_r@crane.navy.mil
---------------------------	---------------------------	---	---

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	37 - 44
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 14	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS./ WORK STATEMENT	15 - 16	X J	LIST OF ATTACHMENTS	45
X D	PACKAGING AND MARKING	17 - 18	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	19 - 28	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	46 - 57
X F	DELIVERIES OR PERFORMANCE	29 - 31	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	58 - 60
X G	CONTRACT ADMINISTRATION DATA	32 - 35	X M	EVALUATION FACTORS FOR AWARD	61 - 63
X H	SPECIAL CONTRACT REQUIREMENTS	36			

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)	
---	--

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. <input type="checkbox"/>	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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
---	---

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

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	FIRST ARTICLE - MK 154 MOD 0 DETONATOR, NON-ELECTRIC, DUAL WITH IN-LINE INITIATOR, 100 FEET, MANUFACTURED IN ACCORDANCE WITH ADL 53711-7350932A AND ALL ASSOCIATED DRAWINGS, 0ES-DTL-0071A DETAIL SPECIFICATION, QUALITY ASSURANCE PROVISION QAP-N-04 AND SUPPLEMENTAL QUALITY ASSURANCE PROVISION SQAP 402-004 (ATTACHED). PALLET SHALL BE IN ACCORDANCE WITH ADL 10001-564200K. FOB: Destination	100	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	MK 154 MOD 0 DETONATOR, NON-ELECTRIC, DUAL WITH IN-LINE INITIATOR, 100 FEET, MANUFACTURED IN ACCORDANCE WITH ADL 53711-7350932A AND ALL ASSOCIATED DRAWINGS, 0ES-DTL-0071A DETAIL SPECIFICATION, QUALITY ASSURANCE PROVISION QAP-N-04 AND SUPPLEMENTAL QUALITY ASSURANCE PROVISION SQAP 402-004 (ATTACHED). PALLET SHALL BE IN ACCORDANCE WITH ADL 10001-564200K. FOB: Destination	30,000	Each		-DO NOT PRICE HERE – SEE PRICING MARTIX IN SECTION “B”

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	DATA, FOR CLINS 0001 THROUGH 0012 IN ACCORDANCE WITH DD FORMS 1423-1 IN SECTION "J". FOB: Destination			NSP	NSP

NSP = NOT SEPARATELY PRICED.

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0002	8,000.00		32,000.00	
0004	3,000.00		30,000.00	
0006	3,000.00		28,000.00	
0008	6,000.00		24,000.00	
0010	3,000.00		30,000.00	
0012	2,000.00		12,000.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0002	1,000	N/A	7,500	N/A
0004	1,000	N/A	7,500	N/A
0006	1,000	N/A	7,500	N/A
0008	1,000	N/A	7,500	N/A
0010	1,000	N/A	7,500	N/A
0012	1,000	N/A	7,500	N/A

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0001 FIRST ARTICLE WAIVER

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.

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0002 FIRST ARTICLES –ADDITIONAL INFORMATION

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

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0005 ORDERING -- ADDITIONAL INFORMATION

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 TO BE DETERMINED.

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0006 PRICING OF STEPLADDER QUANTITY RANGE - (CLINs FOR PRODUCTION UNITS)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for **CLINs 0002, 0004, 0006, 0008, 0010, AND 0012.**

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0007

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the closing date shown on page 1 addressed as follows:

CONTRACTING OFFICER BLDG 2540 CODE 1162NW
 NAVSURFWARCENDIV
 300 HIGHWAY 361
 CRANE IN 47522-5011
 or E-mail questions to white_r@crane.navy.mil

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 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 party 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 party associated with collecting such small dollar amounts could exceed the amount to be recovered.

PRICING MATRICES

LOT I - WITH FIRST ARTICLES

Pricing Matrix for CLIN 0002

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0004

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					

1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0006

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0008

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,000 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0010

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0012

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

LOT II - WITHOUT FIRST ARTICLES

Pricing Matrix for CLIN 0002

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$

2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0004

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0006

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0008

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0010

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

Pricing Matrix for CLIN 0012

	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Quantity:					
1,000 - 2,500	\$	\$	\$	\$	\$
2,501 - 5,000	\$	\$	\$	\$	\$
5,001 - 7,500	\$	\$	\$	\$	\$

The anniversaries for the contract years coincide with the contract award date and consist of 365 days per year, with the exception of leap years, which consist of 366 days per year. The years commence upon contract award.

GENERAL PROCUREMENT INFO

NOTES

(1) Interested contractors must contact Randy White, Contracting Officer, for a CD, which contains the ADL, specification, and drawings. Contact can also be accomplished via email at: white_r@crane.navy.mil or by fax at 812-854-3373.

(2) Please pay special attention to Section "M" of this solicitation, which contains the evaluation factors for award. Past Performance is shown as the most important factor in evaluating offers for award. It behooves the offeror to list the current points of contact, phone numbers, and other details of Past Performance, that will enable the Contracting Officer to analyze this factor. If the description of a similar item provided does not appear to be for a same or similar supply described in Section "B" herein, please provide a detailed explanation of the similarities.

(3) 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.**

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

(5) It is requested that technical questions concerning this procurement be submitted, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1. It is preferred that technical questions be submitted via electronic mail to the following address:
white_r@crane.navy.mil

An alternate method is to submit technical questions, in writing, to the following address:

Contracting Officer (Randy White; Code 1162NW)
Naval Surface Warfare Center, Crane Division
300 Highway 361, Building 2540
CRANE, IN 47522-5001

(6) SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dla.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

(7) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(8) 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/ow/policy/dids/didindx.html>

(9) 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/>.

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.

Delivery orders shall be placed against this contract using a DD 1155.

Delivery orders placed under this contract shall be placed no later than 5 years after contract award.

Section C - Descriptions and Specifications

INFORMATION

The Automated Data Lists (ADL), Specifications, and Drawings to be provided on CD.

CLAUSES INCORPORATED BY FULL TEXT

HQ-C-2-0027 FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) 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. The First Article shall not be delivered for first article approval tests as provided for the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.*

HQ-C-1-0001 ITEM 0013 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ-C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

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.

HQ-C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (May 1998)

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

HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

CLAUSES INCORPORATED BY FULL TEXT

CNIN-D-0001 MARKING OF WARRANTED ITEMS

(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.

CLAUSES INCORPORATED BY FULL TEXT

CNIN-D-0004 MARKING FOR SHIPMENT

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; Attn: Code *, Bldg *.

*To be provided on each individual Delivery Order.

CNIN-D-0005 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.

CNIN-D-0006 INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

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.

HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, 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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

CNIN-E-0001 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant DCMA Inspector at the contractor's or subcontractor's plant located at to be determined. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by NSWC CRANE within 30 days after initial acceptance at the contractor's facility.
- (b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

QUALITY ASSURANCE PROVISIONS

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 9001-2000, with only design/development 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 to plan prior to submission.

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

X) (1) Performed at the following Navy activity after successful completion of acceptance inspection and tests by the Contractor and provisional acceptance by the QAR.

NSWC CRANE CODE 4051

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) d. 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 following Navy activity after successful completion of acceptance inspection and tests by the Contractor and provisional acceptance by the QAR.

NSWC CRANE CODE 4051

(2) 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.

(3) 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.

(4) 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.

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

(6) 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.

(7) 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) e. 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 authorized exempted by other provisions of the contract. The Contractor shall not reuse any components from items used in a destructive testing 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 POC takes title shall be shipped in accordance with the PCO instructions.

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

(X) f. 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:

ALL FUNCTION TESTING ON MK 150 – MK 155 INLINE DETONATORS

(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 the 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.

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

(X)(1) NSWC Crane (Code 405)

(X) h. 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 VECs, 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 to 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) i. 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) j. Quality Assurance Letter of Instruction (QALI) – For each item produced, the AEA will provide Quality Assurance Requirements to the PQM with **20 days** after notification of contract award. The PQM will prepare a QALI to the PCO with 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, the 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) k. 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) l. 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) m. Ammunition Data Cards (ADCs) shall be prepared in accordance with MIL-STD-1168, DI-misc-80043, Contract Data Requirements List (CDRL), and any ADL exceptions using the government furnished WARP Computer Software and Users Guide. Distribution shall be as delineated in the CDRL.

(X) n. 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 ADL). No more than one lot shall be packaged in an outer shipping container.

(X) o. 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 schedule audit (DFAR 246.101).

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

(X) (1) Commander

Attn: N43
 Naval Special Warfare Command
 2000 Trident Way
 San Diego, CA 92155-5599

(X) (2) Commander

Attn: Code 402
 Naval Surface Warfare Center Crane Division
 300 Highway 361
 Crane, IN 47522-5001

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:

ALL COMPONENTS OF MK 150 – MK 155 MOD 0 INLINE DETONATORS

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

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

(X) 5. Shipped 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
- (X) (3) NSWC Crane, Code 4021

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

(X) 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 procurement purposes unless otherwise agreed to by the contractor.

SQAP 402-004
January 2003

SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS

1. Introduction. The following define Supplementary Quality Assurance Provisions to this contract and become an integral part thereof. These provisions define additional requirements of the contractor in the performance of Quality Assurance duties. In the event of any conflicting requirements, these provisions shall have precedence.

2. General Provisions.

a. Acceptability of a lot or batch of material will be determined by the use of sampling plans contained herein, statistical process control and/or 100 percent inspection as specified in the supplier's Government approved quality or inspection plans. Final acceptance by Government inspection and/or testing may be required by the item specification, Automated Data List (ADL), or drawing.

b. The assignment of a sampling plan in no way alleviates the responsibility of the supplier to furnish a product meeting all the requirements of the documentation. Material not meeting all the requirements of the applicable drawings and specifications shall be considered defective whether or not the characteristic is classified. The supplier may not knowingly submit any non-conforming product to the customer for product acceptance.

c. Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate and shall be used for trend analysis and to assess corrective action effectiveness.

d. The supplier's gages and measuring and testing devices shall be made available for use by the purchaser when required to determine conformance with contract requirements. If conditions warrant, the supplier's personnel shall be made available for operation of such devices and for verification of accuracy and condition.

e. The supplier's software quality program shall be an integral part of the overall Quality Assurance program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

(1) All deliverable software.

(2) All deliverable software that is included as part of deliverable hardware or firmware.

(3) Non-deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(4) Commercially available, reusable, or purchaser software designated as part of a deliverable item.

f. Government Property.

(1) Government-Furnished Material. When material is furnished by the Government, the contractor's procedures shall include at least the following:

(a) Examination upon receipt, consistent with practicability to detect damage in transit.

(b) Inspection for completeness and proper type.

(c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage.

(d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation.

(e) Identification and protection from improper use or disposition.

(f) Verification of quantity.

(2) Damaged Government-Furnished Material (GFM). The supplier shall report to the Government representative any GFM found damaged, malfunctioning, or otherwise unsuitable for use. In the event of damage or malfunctioning during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

(3) Bailed Property. The supplier shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

g. Acceptable Quality Levels (AQLs), as specified (in conjunction with MIL-STD-105) in ADLs, drawings, specifications shall not be used by the supplier to conduct (nondestructive) acceptance inspection. Criteria established by Attachment (1) shall be used by the supplier to conduct (nondestructive) acceptance inspection. (Where AQLs are listed, the AQLs are informational only (minimum historical quality levels.)) Use of other (nondestructive) Acceptance Inspection Plans requires prior Government approval.

h. Critical characteristics that are to be verified by nondestructive testing or inspection shall be inspected 100 percent regardless of any provisions or allowance to the contrary as may be contained, included or cited in the ADLs, drawings, or specifications. Reduced levels for nondestructive testing or inspection of critical characteristics are not allowed.

3. Applicable Definitions. Quality Assurance terms applied to the material to be delivered under this contract, unless otherwise specified, are defined in ANSI/ISO/ASQC 9000:2000. However, definitions set forth in Automated Data Lists (ADLs), drawings, and specifications of the contract shall take precedence over the definitions contained in ANSI/ISO/ASQC 9000:2000 or in the provisions, to the extent of the conflict. The Procurement Contracting Officer (PCO) shall be advised of any such uncovered conflict.

a. Classification of Characteristics. A specific attribute, measurement, or functional feature identified in the ADLs, drawings, or specifications as a requirement and classified in accordance with the effect of conformance or nonconformance with the requirement as "critical," "major," or "minor."

b. Inspection by Characteristics. The application of acceptance/rejection criteria to each individual characteristic of an ADL, drawing or specification, or to individually specified characteristics.

c. Acceptance Inspection. Specified operations that must be performed by the supplier to assure that the lot of items (or item) conforms to the requirements of ADLs, drawings, and specification. These operations (examinations, measurements and tests) shall be conducted prior to the submission of the item (or lot of items) to the cognizant Government representative for acceptance by the Government.

d. Cognizant Government Representative. The designated Government representative specified in the contract.

e. Customer. Refer to the term "Purchaser."

f. **Purchaser.** In addition to the definitions of purchaser and customer found in the respective ANSI/ISO/ASQC standards, when used in the Quality Systems definitions of U.S. Government contracts, the term "Purchaser" shall refer to the body of the Government Agency administering the particular contract involved, or the authorized representative of that Government body.

g. **Supplier.** The organization that provides a product or a service to the customer. When used in the Quality Systems definitions of U.S. Government contracts, the term supplier shall denote the contractor.

h. **Testing.** That element of inspection by technical means that determines the properties or elements, including functional operation of elements and supplies or that components, by the application of established scientific principles and procedures.

4. The contractor shall not use MIL-STD-105 or Acceptable Quality Levels (AQLs) reference therein for (nondestructive) acceptance inspection. Table 1 shall be used by the contractor for (nondestructive) acceptance inspection. Inspection shall be by characteristic. Acceptance criteria shall be accept on zero defects and reject on one or more defects for all inspection levels. Numbers under inspection levels indicate sample size. Asterisk indicates one hundred percent inspection. If sample size exceeds lot size, perform one hundred percent inspection. Inspection level is determined below:

<u>REFERENCED AQL</u>	<u>INSPECTION LEVEL</u>
.04	I
.065	II
.10	III
.15	IV
.25	V
.40	VI
.65	VII
1.0	VIII
1.5	IX
2.5	X
4.0	XI
6.5	XII

5. Unless specified otherwise on Automated Data Lists (ADLs), drawings, or specifications, inspection level VIII shall be used for "Major" characteristics and inspection level X for "Minor" characteristics, i.e., if no AQL is referenced for a "Major" or "Minor" characteristic, inspection levels VIII and X respectively apply. Characteristics not defined as "Critical" or "Major" are defined as "Minor."

TABLE 1 - SAMPLING

LOT SIZE	INSPECTION LEVEL											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2-8	*	*	*	*	*	*	*	*	*	5	3	2
9-15	*	*	*	*	*	*	*	13	8	5	3	2
16-25	*	*	*	*	*	*	20	13	8	5	3	2
26-50	*	*	*	*	*	32	20	13	8	5	4	3
51-90	*	*	*	80	50	32	20	13	13	13	8	6
91-150	*	*	125	80	50	32	20	13	13	13	10	8
151-280	*	200	125	80	50	32	32	32	20	15	13	9
281-500	315	200	125	80	50	50	49	32	24	19	14	11
501-1,200	315	200	125	80	80	74	49	39	31	23	18	14
1,201-3,200	315	200	125	125	123	74	59	49	36	28	22	17
3,201-10,000	315	200	200	148	123	95	74	56	45	35	27	19
10,001-35,000	315	200	200	148	142	119	99	72	56	43	31	19
35,001-150,000	315	315	299	229	175	142	99	87	69	49	31	19
150,001-500,000	500	498	299	298	213	149	135	110	74	49	31	19
500,001 AND ABOVE	500	498	299	299	299	213	165	124	74	49	31	19

* - TEST ENTIRE LOT

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

LOT I - WITH FIRST ARTICLES

CLIN	QUANTITY	DELIVERY SCHEDULE
0001	100	90 DAYS AFTER CONTRACT AWARD
0002	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0003	100	90 DAYS AFTER CONTRACT AWARD
0004	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0005	100	90 DAYS AFTER CONTRACT AWARD
0006	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0007	100	90 DAYS AFTER CONTRACT AWARD
0008	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0009	100	90 DAYS AFTER CONTRACT AWARD
0010	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0011	100	90 DAYS AFTER CONTRACT AWARD
0012	7,500	90 DAYS AFTER FIRST ARTICLE APPROVAL
0013	1 LOT	IN ACCORDANCE WITH DD FORMS 1423

LOT II - WITHOUT FIRST ARTICLES

CLIN	QUANTITY	DELIVERY SCHEDULE
0002	7,500	90 DAYS AFTER CONTRACT AWARD
0004	7,500	90 DAYS AFTER CONTRACT AWARD
0006	7,500	90 DAYS AFTER CONTRACT AWARD
0008	7,500	90 DAYS AFTER CONTRACT AWARD
0010	7,500	90 DAYS AFTER CONTRACT AWARD
0012	7,500	90 DAYS AFTER CONTRACT AWARD
0013	1 LOT	IN ACCORDANCE WITH DD FORMS 1423

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

Within Days _____

After Date _____

Item No. Quantity 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 (1) five calendar days for delivery of the award through the ordinary mails, or (2) 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.

(End of clause)

CNIN-F-0003 RECEIVING FACILITY SCHEDULE

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.

HQ F-2-0004 DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CNIN-G-0001 SPECIAL PAYMENT/INVOICING INSTRUCTIONS

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

Invoice/Billing instructions will be detailed in each individual delivery order –

The contract ACRN associated with each CLIN/SLIN shall be referenced on page 1 of the invoice by CLIN/SLIN.

CLIN XXXX: Invoice ACRNs in the order shown:

[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

[DFAS OPLOC Payment offices shall use the following note in place of the above note—The contractor shall NOT send a copy of the invoice directly to the payment office—Please annotate “Send invoice to” block appropriately on Page 1 of the contract]

The contractor shall submit invoices 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

CLAUSES INCORPORATED BY FULL TEXT

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.

CNIN-G-0007 PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

The Prompt Payment Act referenced in 52.212-4(g)(2) or Paragraph FAR 52.232-25(a)(5)(i) of the Prompt Payment clause is hereby changed to:

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.

Payment will be due the vendor in accordance with FAR 52.232-25(a)(1)

Due date.

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, 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).
 - (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.

CNIN-G-0013 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.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
-------------	--------------	----------------------------------

CNIN-G-0014 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:

<u>Document</u>	<u>Block</u>
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

CNIN-G-0016 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

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, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

HQ-G-2-002 CONTRACT ADMINISTRATION DATA LANGUAGE

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.

HQ-G-2-0004 PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE: COMMANDER; ATTN: RANDY WHITE CODE 1162NW BLDG 2540
 NAVAL SURFACE WARFARE CENTER; CRANE DIVISION
 CRANE IN 47522-5011; Telephone No. 812-854-1474

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

(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>

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	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
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 Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7002	Cost Estimating System Requirements	OCT 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	Changes 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
252.225-7012	Preference For Certain Domestic Commodities	MAY 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7016 Alt I	Restriction on Acquisition of Ball and Roller Bearings (May 2004) Alternate I	APR 2003
252.225-7021	Trade Agreements	JAN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and 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
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991

252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 100 unit(s) of Lot/Item ALL within 90 calendar days from the date of the delivery order to the Government at NSWC CRANE CODE 4051 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor--

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

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

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

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

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

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 5 years.

(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.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1,000 each**, 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 **7,500 each**;

(2) Any order for a combination of items in excess of **45,000**; 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) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) 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 **7 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon

receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **5 years from date of contract award**.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(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 clause4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

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

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

NOMENCLATURE	NATIONAL STOCK	SENSITIVITY
	NUMBER	CATEGORY

Mk 150 (4.0 sec.) Delay Det. W/In-Line Initiator	1375-0146-08822	1.4B
Mk 151 (6.5 sec.) Delay Det. W/In-Line Initiator	1375-0146-08978	1.4B
Mk 152 (9.0 sec.) Delay Det. W/In-Line Initiator	1375-0146-08972	1.4B
MK 153 (50') Non-Electric Det. Dual W/ In-Line Initiator	1375-0146-08985	1.4B
MK 154 (100') Non-Electric Det. Dual W/ In-Line Initiator	1375-0146-09000	1.4B

MK 155 (500') Non-Electric Det. 1375-0146-09007 1.4B
Dual W/ In-Line Initiator

(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)

CNIN-I-0001 STANDARD COMMERCIAL WARRANTY

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.)

CNIN-I-0006 NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION "J"**SECTION "J" – LIST OF ATTACHMENTS****Exhibit "A" – Contract Data Requirements List (CDRL):**

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Ammunition Data Card)	9-Mar-04	1
CDRL A002 (Quality Deficiency Report)	9-Mar-04	1
CDRL A003 (Test/Inspection Report - FA Inspection Procedures)	9-Mar-04	1
CDRL A004 (Test/Inspection Report - FA Inspection and Tests)	9-Mar-04	1
CDRL A005 (Test/Inspection Report - Production AI & Test Reports)	9-Mar-04	1
CDRL A006 (Engineering Change Proposals)	9-Mar-04	1
CDRL A007 (Requests for Deviation)	9-Mar-04	1
CDRL A008 (Test Procedure)	9-Mar-04	1
CDRL A009 (Special Inspection Equipment Drawings and Associated Lists - Design Documentation)	9-Mar-04	1
CDRL A010 (Management Plan)	9-Mar-04	1

Exhibit "B" -

Automated Data List 53711-5355812A	29-Apr-04	11
Automated Data List 53711-5355813A	29-Apr-04	11
Automated Data List 53711-5355814A	29-Apr-04	11
Automated Data List 53711-7350930A	29-Apr-04	11
Automated Data List 53711-7350932A	29-Apr-04	11
Automated Data List 53711-7350933A	29-Apr-04	11
Automated Data List 10001-564200K	19-Feb-04	5
Drawings		
Specification OES-0071A	2-Apr-04	17
Specification OES-0072A	21-Apr-04	15

Attachments -

CDRL A001 - Data Item Description (DID) DI-MISC-80043A		
CDRL A002 - DID DI-QCIC-80736		
CDRL A003 - DID DI-NDTI-8089B		
CDRL A004 - DID DI-NDTI-8089B		
CDRL A005 - DID DI-NDTI-8089B		
CDRL A006 - DID DI-CMAN-80639C		
CDRL A007 - DID DI-CMAN-80640C		
CDRL A008 - DID DI-NDTI-80603		
CDRL A009 - DID DI-SESS-81004B		
CDRL A010 - DID DI-MGMT-80004		

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

(1) 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 of 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 --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; 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)(1) through (a)(3) of this provision _____ (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)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

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

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this 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 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ 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 _____

(End of provision)

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

(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 Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

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

(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.

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	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

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

(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.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(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 following spaces the required information:

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332992.

(2) The small business size standard is 1,000 employees.

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

(b) 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 it () 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. (The offeror shall enter the name or names of 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.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) 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.

(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 service-disabled 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) 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 the stock of which is owned by one or more women; or

(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)

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

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject 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.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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

(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 (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 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

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

(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 Program.

(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 paragraph (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)

(Country of Origin)

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

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

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

(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 this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CNIN-K-0001 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: RFP #:
 Address: POC: (Person who can verify data)
 Telephone:
 Division: FAX:

CONTRACT INFORMATION

Contract Number: Date Completed:
 Contract Type: Fixed Price Cost Reimbursement Other (Specify)
 Item Description:
 Contract Quantity/Length of Service:
 Customer Name: Customer POC: (Person who can verify data)
 Address: 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 Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-1	Type Of Contract	APR 1984
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
CNIN-L-0001	ALTERNATE PROPOSALS (JAN 1992)	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

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

Any contract awarded as a result of this solicitation will be 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. [Contracting Officer check appropriate box.]

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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, Code 1162NG BLDG 2540 Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5001.

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

CNIN-L-0004 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.

CNIN-L-0005 BUSINESS HOURS

Crane Division, NSWC, 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.

CNIN-L-0008 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.

HQ-L-2-0009 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.

HQ-L-2-0010 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).

HQ-L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

- (b) 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.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

CNIN-M-0001 SINGLE AWARD FOR ALL ITEMS

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.

CNIN-M-0002 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 (Most Important Factor)
Price/Cost (Secondary Factor)

Proposed prices will be evaluated based on an examination of the proposed price for the first article units (CLINS 0001, 0003, 0005, 0007, 0009, and 0011) and an average cost basis for the five years for the production units (CLINS 0002, 0004, 0006, 0008, 0010, and 0012).

(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.**

CNIN-M-0003 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, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or 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.

CNIN-M-0005

Note: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

CNIN-M-0006

The government reserves the right to award any quantity within the stepladder quantity range (CLINs 0002, 0004, 0006, 0008, 0010, AND 0012). 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.

HQ-M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (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 LOT I). 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 LOT II). This solicitation contains separate delivery schedules for LOT I and LOT II.

- (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 LOT I or the price submitted by for LOT II 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) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 47,851.00 per item (\$287,106.00 total) will be the cost to the Government for first article testing.
- (e) 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 to the first article will not be applicable.

(End of Provision)