

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 39
2. Contract No.	3. Solicitation No. W52P1J-04-R-0125	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004MAY26	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:45pm (hour) local time 2004JUN25 (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:	Name GAIL THOMPSON E-mail address: THOMPSONG@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5158
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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment 
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		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 (4 copies unless otherwise specified) 	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

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

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1 52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

EXECUTIVE SUMMARY

NOTICE: This acquisition is restricted to U.S. and Canada and shall be acquired via restricted to the National Technology and Industrial Base, with best value procedures.

TECHNICAL DATA PACKAGE IS CLASSIFIED AS "DISTRIBUTION D" LIMITED DISTRIBUTION. Distribution Statement D means that the TDP cannot be distributed via the internet. This TDP contains data whose export is restricted by the Arms Export Control Act, (Title 22, U.S.C., SEC 2751 ET SEQ) or the Export Administration Act of 1979, as amended titled, 50 U.S. C. APP 2240 ET SEQ. Violations of these export laws are subject to severe criminal penalties. Disseminate IAW provision of DOD Directive 5230.25. Offerors must be registered with the US/Canada Joint Certification Office to obtain a copy of the TDP (see www.dlis.dla.mil/jcp/ for instructions and information). After receipt of required certification request copy of CD-ROM via e-mail to thompson@osc.army.mil, request MUST include Company Name, Address, Phone, Cage Code/JCP Code and point of contact.

1. The U. S. Army, Joint Munitions Command requests your proposal for the 5"54 MK64-2 Projectile Body. The 5"54 MK64-2 Projectile Body is a component of the 5"54 caliber family used by the Navy.
2. Since this acquisition is restricted to the National Technology and Industrial Base, offerors are cautioned that the requirement MUST be manufactured in the U.S. or Canada to include forging and heat treat.
3. This solicitation will result in a FIRM FIXED PRICE contract. First Article will be required and delivery will be FOB Destination.
4. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M, in its entirety. This acquisition will be awarded based on evaluation of the offeror's proposal using the areas, factors and subfactors listed in Section M of this Request for Proposal (RFP). This acquisition will be awarded based on an evaluation of the Manufacturing Plan, Past Performance, Price and Small Business Utilization. Award will be made to the offeror whose proposal is determined to offer the best value to the Government based on the cited criteria; therefore, award may be made to other than the low offeror. Included in the evaluation shall be assessment of the inherent risks associated with each area. Offerors should also take special notice of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instruction to Offerors- Competitive Acquisition". The Government intends to award a contract resulting from this solicitation WITHOUT discussions with offerors (except clarification described in FAR 15.306(a)). INITIAL PROPOSALS shall contain the offeror's BEST TERMS FROM PRICE, DELIVERY AND TECHNICAL STANDPOINT. The Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities or experience. Clear identification is the SOLE responsibility of the offeror.

Offerors are cautioned to ensure that their proposals are complete, including all fill-ins and blanks in the solicitation. This also

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Name of Offeror or Contractor:

includes Small Business Subcontracting Plans and written approval from the cognizant Contracting Officer for use of Government Facilities and Equipment.

Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving an award under this solicitation.

This Executive Summary is provided as an administrative convenience and is not intended to alter the terms and conditions of the solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

NOTE: Please disregard the lines across from the quantity in section B. Please provide your price for the basic contract on the second set of lines in Section B.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>PRODUCTION QUANTITY</u> NSN: 1320-01-313-3697 NOUN: MK64-2 PROJECTILE BODY FSCM: 53711 PART NR: 6573623 SECURITY CLASS: Unclassified <u>With First Article Approval</u> Delivery Shall Be FOB Destination (End of narrative B001)	19250	EA	\$ _____	\$ _____																		
0001AA	<u>DATA ITEM</u> NOUN: FIRST ARTICLE TEST REPORT <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30 <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 1394 846 1444"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0" data-bbox="264 1446 824 1497"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td>0120</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0120				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001					3																		
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
001	1	0120																					
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: PROJ 5"/54 BODY ASSY MK64-2																						

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
	PRON: RG3B0F59M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: N0002403MP60165 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52PlJ3196A770</td> <td>W90Y6U</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>170</td> <td>0180</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PlJ3196A770	W90Y6U	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	170	0180																																					
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	007 2,000 0360				
	008 2,000 0390				
	009 2,000 0420				
	010 2,000 0450				
	011 2,000 0480				
	012 200 0520				
	FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
0002	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - Automated Data List 53711-6573623 with revision K dated 28 March 2003. In addition, Supplementary Quality Assurance Provisions 402-004 apply. Government specifications and standards listed in the ADL may be obtained from the standardization documents order desk, building 4D, 700 Robbins, Avenue, Philadelphia, PA 19111-5094. Industry Association Specifications and standards may be obtained from the applicable associations.

(End of statement of work)

(CS6100)

C-2	52.246-4506 LOCAL	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
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In accordance with DI-MGMT-80004 and contract clause 52.246-4506, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

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

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

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

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

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

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

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

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the

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process/operation parameters shall meet the following requirements:

(1) Variable data: Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

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

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

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

1.8 Control Chart Policy:

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

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

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

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

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

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

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

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

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

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

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control conditions; specification and part number.

(End of statement of work)

(CS7100)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
LOCAL

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 2838392 REVISION G DATED 25 JULY 2001 AND MIL-STD-1322-862, REVISION - DATED 11 OCT 84. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with MIL-STD-129, REVISION P, WITH CHANGE NOTICE 2, DATED 20 FEB 2004. 2D BAR CODE MARKING IS REQUIRED.

EXCEPTION: THE EXCEPTION TO DOCUMENTATION, AND ADDITIONAL REQUIREMENTS PROVIDED IN THE ADL APLIES TO DRAWING 2838392 AND MIL-STD-1322-862.

(End of clause)

(DS6303)

D-2 52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with MIL-STYD 1322-862, revision -, dated 11 OCT 84.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

SEE ADDITIONAL REQUIREMENT #2 OF ADL 53711-6573623K DATED 28 MAR 03 FOR FIRST ARTICLE TEST REQUIREMENTS

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

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

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

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

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

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual

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inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ, AFSC, ATTN: AMSFM-QAP, ROCK ISLAND, IL 61299-6500.

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

(End of clause)

(ES6031)

E-4 52.245-4537 ACCEPTANCE INSPECTION EQUIPMENT (AIE) FEB/2002
LOCAL

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

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

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

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

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

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of

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

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

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

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

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

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

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

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para.
g.2

applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value
	SEE ATTACHMENTS 013 AND 014							

(End of clause)

(ES6032)

E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (x) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

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E-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
 LOCAL

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of clause)

(ES7012)

E-7 52.246-4532 DESTRUCTIVE TESTING MAY/1994
 LOCAL

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

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

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

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

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

(End of clause)

(ES7011)

Name of Offeror or Contractor:

E-8 52.246-4550 CRITICAL CHARACTERISTICS
LOCAL

FEB/2004

a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.)(DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

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- h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
- i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-7	52.247-4531 LOCAL	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	52.242-4506 OSC	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-3	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

US Army Field Support Command
ATTN: AMSJM-CCA-M/Gail Thompson
Rock Island, IL 61299-6500
thompsonsg@osc.army.mil

2. Production Management

US Army Field Support Command
ATTN: AMSFM0CDB/George Teague
Rock Island, IL 61299-6500
teagueg@osc.army.mil

3. Send additional copies to:

Commanding Officer
Naval Weapons Support Center
ATTN code PM4
Crane, IN 47500-5000

in accordance with Table 1 and Table 2.

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(End of clause)

(HA6025)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
 OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2000
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-29	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-30	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-16	PROGRESS PAYMENTS	APR/2003
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	OCT/2003
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-39	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-43	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-46	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-47	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-48	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-49	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-54	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-57	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-58	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-60	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-61	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
I-62	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-63	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-64	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-65	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-66	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-67	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-68	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-69	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-70	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding delivery of 80% of the basic contract quantity by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Destination)

\$_____ CLIN 0001

Name of Offeror or Contractor:

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-71 52.243-7 NOTIFICATION OF CHANGES APR/1984

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-72 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

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

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

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

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

(End of Clause)

(IF6070)

Name of Offeror or Contractor:

indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-78 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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

(End of clause)

(IA7015)

I-79 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423			
Attachment 001	DATA DELIVERY DESCRIPTION - ECP			
Attachment 002	DATA DELIVERY DESCRIPTION - RFD			
Attachment 003	DOCUMENT SUMMARY LIST			
Attachment 004	ADDRESS CODE DISTRIBUTION EC/RF/VECP			
Attachment 005	ADDRESS LIST			
Attachment 006	GUIDANCE FOR DD FORM 1423			
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423			
Attachment 008	IOC FORM 715-3 DEFENSE PRIORITY AND ALLOCATION SYSTEM			
Attachment 009	IOC FORM 715-4 LISTING OF GOVERNMENT OWNED PROPERTY			
Attachment 010	DISCLOSURE OF LOBBY ACTIVITIES/STD FORM LLL			
Attachment 011	INCREASE YOUR PROFITS THROUGH VALUE ENGINEERING			
Attachment 012	CD ROM TECHNICAL DATA PACKAGE			
Attachment 013	NOT USED			
Attachment 014	APPENDIX VI GOVERNMENT FURNISHED AIE			
Attachment 015	SECTION L, PAST PERFORMANCE INFORMATION 15.305 (A)(2)(II) OCTOBER 1997 AND OTHER REQUIRED INFORMATION			
Attachment 016	SECTION M, EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH) 15.204-5(C) OCT 1997			
Attachment 017	SECTION M, EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD 15.304-5 (C) OCTOBER 1997			

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Name of Offeror or Contractor:

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

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	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 or factors used to calculate the prices offered.

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (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 provision)

(KF6065)

K-4	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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Name of Offeror or Contractor:

(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).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

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

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(f) Common parent.

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

o Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

(KF6043)

(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

Name of Offeror or Contractor:

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 o is a women-owned business concern.

(End of provision)

(KF6022)

K-6 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.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(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)

(KF6063)

K-7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

(B) Have o have not o, 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 o are not o 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 o has not o, 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

Name of Offeror or Contractor:

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)

(KF6033)

K-8 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o 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)

(KF6035)

K-9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

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

(2) The small business size standard is \$2,000,000 (insert size standard).

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

(b) Representations.

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

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

(3) (Complete only if 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 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 offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The

Name of Offeror or Contractor:

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.

(c) Definitions. As used in this provision-

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

(1) 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; and

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 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, shall0

(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)

(KF6003)

K-10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
The offeror represents that -

FEB/1999

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

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

Name of Offeror or Contractor:

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

(End of provision)

(KF6019)

K-11 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) it

() 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)

(KF6020)

K-12 252-247.7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
DFARS

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

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

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

(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)

(KA6500)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

IMPORTANT NOTICE TO OFFERORS:

OFFERORS ARE REMINDED THAT BEST VALUE EVALUATION DATA REQUESTED IN THIS SECTION (SECTION L) MUST BE SUBMITTED WITH THE ORIGINAL PROPOSAL. DATA SUBMITTED MAY REPRESENT EITHER GOVERNMENT OR COMMERCIAL CONTRACTS. IF THE OFFEROR HAS NO RECENT OR RELEVANT WORK EXPERIENCE, THIS INFORMATION SHOULD BE STATED FOR EVALUATION PURPOSES. PROPOSALS RECEIVED WITH NO BEST VALUE INFORMATION MAY BE CONSIDERED UNACCEPTABLE AND THE OFFEROR WILL BE RATED "UNKNOWN" FOR PAST PERFORMANCE, "POOR" FOR TECHNICAL AND "MARGINAL" FOR SMALL BUSINESS UTILIZATION, WITHOUT OPENING DISCUSSIONS TO ALLOW FOR THE SUBMISSION OF DATA THAT SHOULD HAVE BEEN SUBMITTED WITH THE INITIAL PROPOSAL.

FACTORS FOR AWARD ARE:FACTOR 1: MANUFACTURING PLANSUBFACTOR 1A: ESSENTIAL PROCESSES AND PROCEDURESSUBFACTOR 1B: ESSENTIAL SKILLSSUBFACTOR 1C: QUALITY(A) GENERAL QUALITY SYSTEM(B) FIRST ARTICLEFACTOR 2: PAST PERFORMAMANCESUBFACTOR 2A: ON-TIME DELIVERYSUBFACTOR 2B: QUALITYFACTOR 3: PRICEFACTOR 4: SMALL BUSINESS UTILIZATION PLANSUBFACTOR 4A: PROPOSED SMALL BUSINESS UTILIZATIONSUBFACTOR 4B: PAST SMALL BUSINES UTILIZATION

OFFERORS SHOULD SEE ATTACHMENT 015 FOR A COMPLETE DESCRIPTION AND ALSO SEE L-11 FOR ADDITIONAL PAST PERFORMANCE INFORMATION.

*** END OF NARRATIVE L 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	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
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-6	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
L-7	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
	DFARS		

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MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-9	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.			
(End of Provision)			
(LF6008)			
L-10	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 Ms. Mary Adams, Procuring Contracting Officer, HQ, AFSC, 1 Rock Island Arsenal, Rock Island, IL 61299-6500.			
(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)			
(LF6021)			
L-11	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
Offerors shall submit the following information as part of their proposal:			
(a) A description of your government/commercial contracts received or performed during the past three years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.			
(1) Name of contracting activity/commercial firm			
(2) Contract number			
(3) Contract type (fixed price or cost reimbursable)			
(4) Total contract value			
(5) Description of work/NSN, Part Number, Nomenclature			
(6) Contracting officer/contract manager and telephone			
(7) Administrative contracting officer, if different from (6), and telephone			
(8) A brief summary of each contract cited, addressing the following factors:			
SEE ATTACHMENT 015 FOR PAST PERFORMANCE INFORMATION			
(b) The offeror may provide information on problems encountered on the contracts identified in (a).			
(End of provision)			
(LF6048)			
L-12	52.211-4510	PARTNERING	AUG/2001
	AMC		
***The principal government representatives for this effort will be Ms. Mary Adams, Procuring Contracting Officer(Include names, positions, and roles in contract administration).			
(End of Provision)			

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(LM6100)

L-13 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA (OCT 97) ALTERNATE II (OCT 97)

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(LF7003)

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of provision)

(LF7015)

L-15 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-16 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-17 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

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Name of Offeror or Contractor:

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-18 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-19 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS

MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

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(End of provision)

(LS7003)

L-20 52.215-4501 ARSENALS AS SUBCONTRACTORS JUN/2000
LOCAL

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-21 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-22 15.503 LOCAL DISCLOSURE OF UNIT PRICES FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SEE ATTACHMENT 016 FOR EVALUATION FACTORS FOR AWARD, (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH).

(End of Provision)

(MP6012)

M-3	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

SEE ATTACHMENT 017, EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD

(End of Provision)

(MP6025)