



DEPARTMENT OF THE NAVY
NAVAL INVENTORY CONTROL POINT

700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5098

5450 CARLISLE PIKE - PO BOX 2020
MECHANICSBURG, PA 17055-0788

COM & FTS: (717) 605-5659
DSN & EXT: 430-5659
FAX #(717) 605-2807

IN REPLY REFER TO:

N00104-09-R-K0
12 March 2009

RFP Number and Date:

N00104-09-R-K063 dated 12 March 2009

Issued By:

NAVICP Linda Koone, Contract Specialist/Contracting Officer, NAVICP. Code 0242.8, Email: linda.koone@navy.mil, Phone: (717)605-7682.

Type of Contract Contemplated:

Firm Fixed Price

Quantity, description, and required delivery dates:

See Attached schedule and Statement of Work

Applicable certifications and representations, Contract Terms and Conditions:

Clauses/certifications/representations/terms and conditions of Basic Ordering Agreement **N00104-05-G-0726** apply.

Proposal Due Date: 2:00 P.M., Local Time, 13 April 2009

CONTINUATION SHEET

(OPTIONAL FORM 336)

REFERENCE NO. OF DOCUMENT BEING CONTINUED

N00104-09-R-K063/N3581A09NA021

PAGE | OF

2

1

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 1370-01-523-0965-LA43 NOMEN: Decoy, Infrared Countermeasure MJU-64/B IAW ADL 30003 - 3864AS100A and all Associated Drawings and Specifications. In addition, Supplementary Quality Assurance Provisions, SQAP 402-004, apply.				
0001AA	Contract Data Requirements List Technical Data, See DD Form 1423, Exhibit A Data Items A001 through A003	A\R	EA	NSP	
0001AC	Contract Data Requirements List Technical Data, See DD Form 1423, Exhibit B Data Item B001	A/R	EA	NSP	
0001AD	Same as item 0001 First Article Test Samples (Preproduction) Government Testing (Destructive)	120	EA	NSP	
0001AE	Same as item 0001 Production Lot (Periodic) Test Samples Government Testing (Destructive) Production Lot Size consists of 11,520 each plus additional units each lot for test).	26,948	EA		
0001AF	Same as item 0001 RCP: F2DCAE8343G001-B ACRN: AA TAC: F2DCAE8323NP07 Inspection/Acceptance at Source Note: Plan A Production Lot Testing (PLT) shall be conducted by the Government; Plan B PLT shall be performed by the contractor.				

PROCUREMENT SPECIFICATION

<u>Drawing</u>	<u>Revision</u>	<u>Nomenclature</u>	<u>Security Class</u>
30003-2113687	C	Label, Warning	
30003-3864AS100	B	Decoy, Infrared Countermeasures, MJU-64/B	
30003-3864AS101	A	Case, One-piece	
30003-3864AS102	A	End Cap (Molded)	
30003-3864AS103	-	Piston	
30003-3864AS104	-	O-Ring, Impulse Cartridge Cup	
30003-3864AS105	-	Special Materials, Square	
30003-3864AS106	-	Resin, Nylon	
30003-3864AS107	-	Low Linear Density Polyethylene Molding Material	
30003-3864AS108	-	Grease, O-Ring (End Cap)	
30003-3864AS110	-	Polycarbonate Molding Material	
30003-3864AS111	-	Piston, Alternate	
30003-3864AS200	A	Pack, Shipping and Storage (For 30 Decoy, Infrared Countermeasures, MJU-64/B)	
30003-3864AS201	-	Cushion	
30003-3864AS202	-	Support	
19203-8794342	AG	Seal, Metallic	
19203-8865541	K	Shipping and Storage Container: PA19 Assembly	

<u>Specification</u>	<u>Rev</u>	<u>Nomenclature</u>	
12255-OES-3038	A	Decoy, Infrared Countermeasure, MJU-64/B Detail Specification for	C

<u>Tooling Configuration Item</u>	<u>Rev</u>	<u>Nomenclature</u>
SA3864AS120	-	Funnel (End Cap Assembly Aid)
SA3864AS121	-	End Cap Loading Fixture

a. Any Engineering Change Proposal (ECP), and any Request for Deviations affecting Critical and Major Classification of characteristics shall be submitted to the PCO (Procurement Contracting Officer) for approval on items being procured under this contract in accordance with DID DI-CMAN-80639 and DID DI-CMAN-80640. If any such modification or superseding document affects the cost of performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of the "Changes" clause of this contract. Requests for deviations shall be approved/disapproved by the PCO (NAVICP-M Code 0242) within 30 working days of government acceptance

b. The Contractor shall submit five (5) copies of each ECP or request for Major characteristics deviation to the ACO for distribution.

c. Authorization for the Contract Administrative Office to approve/disapprove deviations is specifically withheld.

d. The Administrative Contracting Officer will distribute requests as follows:

Number of copies	Addressees
ONE	Commanding Officer Attn: Code 0242.08 Naval Inventory Control Point

P.O. Box 2020
Mechanicsburg, Pa 17055-0788

ONE Commanding Officer
 Attn: Code N413.53A
 Naval Operational Logistics Support Center
 P.O. Box 2011
 Mechanicsburg, Pa 17055-0735

ONE Administrative Contracting Officer
 (Indicated in block 6 of SF 26)

* ORIGINAL Commander
 Naval Surface Warfare Center
 ATTN: Eric Kane, Code JXMPL
 300 Highway 361
 Crane, IN 47522

* Denotes the In-Service Engineering Activity

Packaging, Packing, Preservation and Transportation

PR: N3581A09NA021

1. Transportation Data:

- a. NSN/NALC: 1370-01-523-0965-LA43
- b. Nomenclature: Decoy, Infrared Countermeasure, MJU-64/B
- c. GBL Freight Description:
- d. NMFC Number:
- e. UFC Number:
- f. Hazard Classification (Class, Division and Storage Compatibility): 4.2G
- g. UN Number: 1383
Competent Authority Approval (CAA):
Exemption number:
- h. Container Markings:

i. Performance Oriented Packaging Certification Marking: UN 4A/X17/S/**/USA/DOD/NAD

j. Label:

k. Security Risk Code (SRC):

1. Hazardous materials shall be offered for transportation in full compliance with Title 49 Code of Federal Regulations (49 CFR).

GFM (is) (is not) hazardous: Hazardous GFM is identified if any: BBU-35/B Impulse Cartridge

Remarks: For hazardous and explosive material the above transportation data must be updated within 30 days prior to marking and labeling because of the lead-time between the initiation of the procurement and the actual shipping timeframe. Please contact the contracting officer at the Naval Inventory Control Point, Mechanicsburg, PA for updated data.

MIL-STD-1168B - AMMUNITION LOT NUMBERING

Ammunition lot numbering shall be in accordance with MIL-STD-1168 (latest revision).

SQAP 402-004
January 2003

SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS

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

2. General Provisions.

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

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

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

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

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

(1) All deliverable software.

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

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

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

f. Government Property.

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

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

(b) Inspection for completeness and proper type.

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

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

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

(f) Verification of quantity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 1 - SAMPLING

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

* - TEST ENTIRE LOT

PRODUCTION LOT TEST SAMPLES (GOV'T TESTING)

1. Test samples are required from each production lot and are to be submitted in accordance with the following:

All requirements identified in section "C"

a. A production lot shall consist of a maximum of 10,000 devices including test samples*. The performance or other characteristics and tests which the sample units must meet are as follows:

Production lot test samples are in addition to the production lot quantity and shall be furnished and shipped by the contractor to the testing activity set forth below at no additional charge to the Government. The documentation accompanying the production lot test samples shall contain the contract, item and lot number identification. The samples

shall be selected, at random, from each production lot, by the Government's Quality Control Representative. Sample units removed for testing from different lots shall not be commingled.

b. Delivery. The production lots must be manufactured and presented in time for the Government Quality Control Representative to select the production test samples before or by the scheduled delivery date for production units specified elsewhere in the contract. Such manufacture and presentation of a proper number of production lot(s) to meet the scheduled delivery quantity will be considered as meeting the contract delivery schedule. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested and approved and contractor so notified in writing per paragraph 1d below. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than five days after receipt of such notice.

c. The following activity will conduct production lot testing:

Naval Surface Warfare Center (N00164)
ATTN: Code WXP
300 Highway 361
Crane IN 47522-5000

d. The Contracting Officer shall, by written notice to the contractor within 45 calendar days after receipt of the production lot test samples by the Government Testing Activity, approve, conditionally approve or disapprove the production lot test sample (s). The notice of approval or conditional approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons therefore. Contractor shall not make shipment of the production lot until receipt of written notification of approval from the Procuring Contracting Officer.

e. If the production lot test sample(s) is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Government to submit an additional production lot test sample(s), the Contractor shall at not additional cost to the Government make any necessary changes, modifications, or repairs to the test samples or select another test sample for testing. Such additional test samples shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in 1d above. The costs of additional test sample approval tests and all costs related to such tests shall be borne by the contractor. Upon approval of the production lot test sample(s) submitted, the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such samples. The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests, or for any additional costs to the Government related to additional approval tests.

f. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the contractor shall be deemed to have failed to make delivery within the meaning of "Default" clause of this contract, and this contract shall be subject to termination for default; provided, that failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of his responsibility to meet the delivery schedule for production quantities.

2. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in 1d above, the Contracting Officer shall, upon timely written request made by the contractor, make a determination of the delay occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided in the "Changes" clause. Failure to agree to any adjustments shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

3. Disposition of production lot test sample(s):
paragraph marked "x" applies

() The production lot sample tests are non-destructive and samples will be returned to the contractor at his expense on a Commercial Collect Bill of Lading. Sample units which satisfy test requirements and meet contract requirements may be delivered as part of the Contract Total Quantity.

(X) Units subject to production lot tests cannot be used to meet contract requirements. Therefore, samples tested will not be returned to the contractor. However, in the event samples are rejected, units not destroyed during testing may be returned at contractor's expense for disposition/examination. Request to return rejected units should be received by the testing activity within fifteen days after notification of rejection.

4. The contractor will be responsible for all rejected production lot re-test costs. **Re-test costs are \$17,825.00 (per lot).** The contractor is required to replace any unit which would be used for additional testing as a result of a production lot failure.

(* Number of test samples shall be in accordance with Plan A schedule)

PRODUCTION LOT TEST SAMPLES (CONTRACTOR TESTING)

1. Test samples are required from each production lot and are to be submitted as follows:

a. A production lot shall consist of a maximum of 10,000 units including test samples*.

(1) (X) Test samples are destructive and cannot be delivered as part of the contract quantity.

(2) () Test samples are not destructive units which satisfy test and contract requirements may be delivered as part of the contract quantity.

b. Delivery. The production lots must be manufactured and samples must be selected for testing by the scheduled delivery date for production units specified elsewhere in the contract. Such manufacture and presentation of a proper number of production lot(s) to meet the scheduled delivery quantity will be considered as meeting the delivery schedule. all other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested and approved and contractor so notified per paragraph (d) below. Upon receipt of written or verbal notice accepting a production lot, Shipment shall be made as soon as possible and no later than five days after receipt of such notice.

c. Testing to be performed by the contractor and witnessed by the Government Quality Assurance Representative (GQAR).

___(1) Production lot test report is not required.

X (2) Production lot test report is required. Approval will be made by GQAR. Copy to be forwarded to NAVICP Code 0242.08 and NSWC Crane IN Code JXMPL.

___(3) Production lot test report is required. Report to be forwarded to _____ for approval.

d. If the production lot test report(s) is disapproved by the Government (paragraph c (2)/(3) above), the Contractor may be required, at the option of the government, to select an additional production lot test sample(s) for testing. Such additional test sample shall be furnished under the terms and conditions within the time limit specified in 1.b above. The costs of additional test sample approval, and all cost related to such tests shall be borne by the contractor. Upon approval of the production lot test sample(s) submitted, the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such samples. The Government reserves the right to require an equitable decrease in contract price for any extension of the delivery schedule necessitated by additional tests, or for any additional costs to the Government related to additional approval costs.

e. If the contractor fails to select and test any production lot test sample within the time or times specified, or if the Contracting Officer disapproves any production lot test report, the contract shall be deemed to have failed to make delivery within the meaning of the "default" clause of this contract, and this contract shall be subject to termination for default, provided that failure of the Government in such an event to terminate this contract shall not relieve the contractor of his responsibility to meet the delivery schedule for production quantities.

(* Number of test samples shall be in accordance with Plan B schedule)

MATERIAL INSPECTION AND RECEIVING REPORT

1. The Material Inspection and Receiving Report is required to be furnished elsewhere herein shall be distributed by the Contractor in accordance with the Tables 1 and 2 of the DOD FAR Supplement Appendix F, "Material Inspection and Receiving Report". The addresses set forth below are those required to be specified with in the contract by the aforementioned Table 2.

<u>Activity</u>	<u>Number of Copies</u>
Contracting Officer	
Commanding Officer Attn: 0242.08 Navy Inventory Control Point P.O. Box 2020 Mechanicsburg, Pa 17055-0788	1
Commanding Officer Attn: Code N413.53A Naval Operational Logistics Support Center P.O. Box 2011 Mechanicsburg, Pa 17055-0735	1
Administrative Contracting Officer (ACO) (indicated in block 6 of SF 26)	3
Commanding Officer Naval Surface Warfare Center Attn: Code JXMPL 300 Highway 361 Crane IN 47522-5001	1
6038 Aspen Avenue Hill AFB, UT 84056-5805	1

For clarification of the requirement for Material Inspection and Receiving Reports specified above, the contractor's submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement (DFARS) by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the DFARS clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the DFARS.

SECTION F - DELIVERIES

First Article Required

Line Item	Quantity	Delivery Schedule	Consignee
0001AE	15,120	60 DAC	(1)
0001AE	11,828	90 DAC	(1)

ACCELERATED DELIVERIES ARE ACCEPTABLE

- (1) Tooele Army Depot (W67G23)
 Bldg 630
 Tooele UT 84074-5000
 Mark For: AF Account 06
 Doc: FW202683262051

Shipment/Performance Notice Distribution - The cognizant DCMC payment office shall provide automated Shipment/Performance Notice (PJJ card) to the Commanding Officer, Attn: Code 432, Naval Ammunition Logistics Center (NALC), Mechanicsburg, PA 17055-0735 DOD Address Code N49935 (Routine ID Code NCB), (Communications ID RUEDNAA), in support of the Conventional Ammunition Integrated Management System (CAIMS).

- FA - First Article
- DAC - Days After Contract Award
- DAAFA - Days After Approval of First Article

SUP 5252.242-9400

FAR 52-242-2 PRODUCTION PROGRESS REPORTS

(a) The contractor shall prepare and submit a Production Progress Report for the following contract items:

"ALL CONTRACT LINE ITEMS"

(b) The report shall be mailed on or before the 5th day of each month. The report shall be distributed as set forth in paragraph (c).

(c) The Production Progress Report shall be distributed as follows:

<u>Addressee</u>	<u>No. of Copies</u>
Contracting Officer Commanding Officer Navy Inventory Control Point Attn: Code 0242.08 5450 Carlisle Pike P.O. Box 2020 Mechanicsburg, Pa 17055-0788	1
Administrative Contracting Officer Block 6 of Standard Form 26	5
Commanding Officer Naval Operational Logistics Support Center Attn: Code N413.53A 5450 Carlisle Pike P.O. Box 2011 Mechanicsburg, Pa 17055-0735	1
In-Service Engineering Activity Naval Surface Warfare Center ATTN: Code JXMPL 300 Highway 361 Crane IN 47522	1

(d) The report shall contain the following information:

- (1) The problem, actual or potential and its cause;
- (2) Items and quantities affected;
- (3) When the delinquency started or will start;
- (4) Action taken to overcome the delinquency;
- (5) Estimated recovery date; and/or
- (6) Proposed schedule revision.

FAR 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEPT 1989)

A. The contractor shall deliver 120 unit(s) of Lot/Item 0001AB within 60 calendar days from the date of this contract to the Government at: Naval Surface Warfare Center, 300 Highway 361, Crane IN 47522 ATTN: Code 4072 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements specified elsewhere in this contract.

B. Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of the conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for disapproval.

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

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

E. Unless otherwise provided in this contract, the Contractor:

1. May deliver the approved first article as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
2. Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

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

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

(1) progress payments, or

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

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

Alternate I (SEP 1989)

AS prescribed in 9.308-2(a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

J. The contractor shall produce both the first article and the production quantity at the same facility, and shall submit a certification to this effect with each first article.

L. Disposition of first article test sample(s):
paragraph marked "x" applies

() The first article tests are non-destructive and samples will be returned to the contractor at his expense on a Commercial Collect Bill of Lading. Sample units which satisfy test requirements and meet contract requirements may be delivered as part of the Contract Total Quantity.

(X) Units subject to first article tests cannot be used to meet contract requirements. Therefore, samples tested will not be returned to the contractor. However, in the event samples are rejected, units not destroyed during testing may be returned at contractor's expense for disposition/examination. Request to return rejected units should be received by the testing activity within fifteen days after notification of rejection.

M. The contractor will be responsible for all first article re-test costs. Re-test costs are \$ 42,000.00. The contractor is required to replace any unit, at no cost to the Government, for additional testing if necessary.

NOTE: The requirement for First Article Testing may be waived when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test report(s), all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, contract award date, and contract delivery date.

<u>Contract Number</u>	<u>Agency</u>	<u>Contract award date</u>	<u>Contract delivery date</u>
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**252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
(SEP 1999)**

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

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

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY/ CATEGORY</u>
CARTRIDGE, IMPULSE BBU-35/B	2E 1377-01-037-8651-MG62	UNCATEGORIZED

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(Revised September 21, 1999)

5252.227-9401

NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

**5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA
(JAN 1992)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as the Directive), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A

Qualified U.S. Contractor is a private individual or enterprise (hereinafter described as a U.S. Contractor) that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent request for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data,

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform

under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

FAR 5252.245-9401 GOVERNMENT FURNISHED MATERIAL (JAN 1992)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>DATE</u>
BBU-35/B Impulse Cartridge 2E 1377-01-037-8651-MG62	TBD	

(b) Only the property will be delivered at Government's expense at or near (the contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of this contract, the contractor shall notify the Contracting Officer, in writing, thereof.

(1) Delivery of such property will be made by notifying the Contracting Office via the cognizant DCAS representative at least 30 days prior to the need of the GFM, giving the Contracting Officer the quantity required and the address to which the GFM is to be shipped.

ATTACHMENT C

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.									
A. CONTRACT LINE ITEM NO.			B. EXH/ATCH NO.		C. CATEGORY:				
					TDP		TM	OTHER	
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR				
2E 1370-01-523-0965-LA43			N3581A09NA021						
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE			17. PRICE GROUP	
A001		AMMUNITION DATA CARDS			AMMUNITION AND EXPLOSIVE TECHNICAL DATA				
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE		18. ESTIMATED TOTAL PRICE	
DI-MISC-80043A						506 CBSS/GBLA			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
LT			ASREQ	BLK 16					
8. ADP CODE	D		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION - ASREQ		a. ADDRESSEE	b. COPIES		
						Draft	Reg	Final	
						Repro			
<p>16. REMARKS</p> <p>(7) The letter of transmittal shall be annotated with the Lot Number, National Stock Number and Nomenclature. The Letter of Transmittal shall be annotated to reflect if Additional submittals are to be furnished or if this is the final submittal of data. The Letter of Transmittal shall be used only for this data item; do not combine other Data item submittals with this requirement.</p> <p>(10)(12)(13) Submit Concurrent with delivery of each production lot.</p> <p>(14) Two hard copies of ADC's shall be generated from the Worldwide Ammunition Data Repository Program (WARP). One copy shall accompany items shipped and the other Shall be sent with the Letter of Transmittal.</p> <p>(9) DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense (DoD) and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (506 CBSS/GBLA)</p> <p>WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec, 2751, et. Seq.) Violations of those Export laws are subject to severe criminal penalties. Disseminate in accordance with Provisions of DoD Directive 5230.25. Handle and destroy as "For Official Use Only" Documents.</p> <p>FOB DESTINATION</p>						506 CBSS/GBLA	0	1	0
						QAR	0	1	0
						NOLSC (N413.54A)	0	1	0
15. TOTAL									
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE	
Debbie Taylor			12/5/08		Gary LeClaire			12/5/08	

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual - Other - other category of data, such as A Provisioning, A Configuration Management, etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award)

Item F. Self-explanatory (to be filled in after contract award)

Item G. Signature of preparer of CDRL

Item H. Date CDRL was prepared

Item I. Signature of CDRL approval authority

Item J. Date CDRL was approved

Item 1. See DoD FAR Supplement Subpart 4 71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry)

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMS DL), or one-time DID number, that defines data content and format requirements

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

Item 6. Enter technical office responsible for ensuring adequacy of the data item

Item 7. Specify requirement for inspection/acceptance of the data item by the Government

Item 8. Specify requirement for approval of a draft before preparation of the final data item

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230.24)

Item 10. Specify number of times data items are to be delivered

Item 11. Specify as-of date of data item, when applicable

Item 12. Specify when first submittal is required

Item 13. Specify when subsequent submittals are required, when applicable

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16

Item 15. Enter total number of draft/final copies to be delivered

Item 16. Use of additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract