

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1	<b>of</b> 144	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W52P1J-13-R-0078		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b>	
<b>7. Issued By</b> ARMY CONTRACTING COMMAND - RI CCRC-A ROCK ISLAND, IL 61299-8000  BLDGS 60 & 62		<b>Code</b> W52P1J		<b>8. Address Offer To (If Other Than Item 7)</b>			
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**  
CCRC, RICC, BUILDING 60, 2ND FLOOR

**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.**

<b>10. For Information Call:</b>	<b>A. Name</b> TRACI L.GERTH	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> TRACI.L.GERTH.CIV@MAIL.MIL
		<b>Area Code</b> (309)	<b>Number</b> 782-4385	<b>Ext.</b>	

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	89
X	B	Supplies or Services and Prices/Costs	7	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	33	X	J	List of Attachments	115
X	D	Packaging and Marking	44	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	51	X	K	Representations, Certifications, and Other Statements of Offerors	116
X	F	Deliveries or Performance	74				
X	G	Contract Administration Data	81	X	L	Instrs., Conds., and Notices to Offerors	123
X	H	Special Contract Requirements	84	X	M	Evaluation Factors for Award	138

**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.**

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

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>

<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
<b>Area Code</b> <b>Number</b> <b>Ext.</b>	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>

<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>

<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

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

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 2 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TRACI L.GERTH  
Buyer Office Symbol/Telephone Number: CCRC-A/(309)782-4385  
Type of Contract: Fixed Price with EPA - Actual Costs  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.245-4005 (ACC-RI)	NOTICE: USE OF GOVERNMENT OWNED PROPERTY	AUG/2007

Your attention is directed to Section L clause and M clauses entitled "Submission Requirements for Use of Government -Owned Property", Section M Clause entitled "Evaluation Procedures for the Use of Government Owned Property" and the corresponding rental charge provisions under FAR 52.245-9, which were recently revised.

(End of provision)

AS7005

A-2 52.246-4536 (ACC-RI)	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	FEB/2010
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, AMSJM-LIM-ADA, 309-782-2266.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

## 1. NOTICE:

(a) THIS DRAFT SOLICITATION IS BEING ISSUED TO SOLICIT FEEDBACK FROM INDUSTRY PRIOR TO RELEASE OF A FORMAL SOLICITATION. PLEASE PROVIDE ANY INPUTS TO THE CONTRACT SPECIALIST, TRACI GERTH, TRACI.L.GERTH.CIV@MAIL.MIL, NO LATER THAN 16 SEPTEMBER 2014. For the DRAFT phase, information regarding the 40mm Grenade Family System solicitation, including questions and answers, are posted under the FY15-FY19 40mm Grenade Family heading at: [https://www.acc.army.mil/contractingcenters/acc\\_ri/business\\_opportunities/draft\\_solicitations\\_scope/index.html](https://www.acc.army.mil/contractingcenters/acc_ri/business_opportunities/draft_solicitations_scope/index.html) (click Business Opportunities to the left of the screen, then Draft Solicitations/Scopes of Work, to find the FY15-FY19 40mm Grenade Family folder).

(b) The Technical Data Package (TDP) associated with this procurement is classified as distribution D which means it is limited to DoD and U.S. DoD contractors only. Dissemination shall be in accordance with the provisions of DoD directive 5230.25. Violations of export laws are subject to civil and criminal penalties. Distribution of this TDP is only authorized to U.S. agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 U.S.C. 130. The complete TDP is available electronically for download. See Section C, clauses 52.210-4501 and 52.211-4502.

**Name of Offeror or Contractor:**

(c) All contractors who provide goods/services to the Department of Defense (DoD) must be registered in the System for Award Management (SAM). If you are not registered in SAM, you cannot be awarded a DoD Contract. Refer to clause 52.204-7, System for Award Management, for details regarding registration.

(d) The Government is seeking one (1) or two (2) contractors who are capable of acting as systems integrators in accordance with the Statement of Work (SOW) in Section C (reference narrative C0001). From here forward, the term "contractor" is used to indicate a company/firm/prime contractor selected for award as a system integrator.

(e) A glossary of acronyms is provided at Attachment 0017 for offerors' convenience. It may not be a comprehensive list.

**2. EXECUTIVE SUMMARY:**

(a) This is a formal Source Selection for selected items within the 40mm Grenade Ammunition Family. The North American Industry Classification System (NAICS) code for this acquisition is 332993. The Government intends to award one (1) or two (2) firm-fixed-price (FFP) contracts for Government Fiscal Years 15 through 19 (FY15-19) for the family of 40mm grenade ammunition. The acquisition will be solicited as a one hundred percent (100%) small business set-aside with a base award, plus five (5) evaluated options; the associated size standard is 1,500 employees. Final award of the 40mm contract(s) will be based on a trade-off analysis which represents the best overall value to the Government. Offerors will be evaluated on Technical, Past Performance, and Price. The Government anticipates award of resultant contract(s) within the 3rd quarter of FY15, subject to availability of funds.

(b) Due to the complexity of this acquisition and the wide range of capabilities required by the contract, Joint Ventures (JVs) (formal or informal) as authorized by Title 13 of the Code of Federal Regulations (CFR) Part 121.103(h) may be formed.

(c) Army Contracting Command - Rock Island (ACC-RI) is procuring this acquisition as a competitive 100% Small Business Set-Aside. This procurement consists of one solicitation with the intent to award one (1) or two (2) FFP contracts to the responsible offeror(s), whose proposal(s), complying with the RFP, will result in the overall best value to the Government, price and other factors considered. AWARD MAY BE MADE TO OFFEROR(S) OTHER THAN THOSE SUBMITTING THE LOWEST PRICES. OFFEROR IS ADVISED THAT AWARD MAY BE MADE WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSAL RECEIVED. THEREFORE, THE OFFEROR'S INITIAL PROPOSAL SHOULD CONTAIN THE OFFEROR'S BEST OFFER. This instant procurement is for certain items within the 40mm family of ammunition. The 40mm grenade family consists of the following individual items:

M381	M382	M383
M384	M385	M385A1
M386	M397	M397A1
M406	M407A1	M430A1 (two configurations)
M433	M441	M576
M583A1	M585	M661
M662	M676	M677
M680	M682	M684
M713	M715	M716
M781	M918	M922
M922A1	M1001	M1006
M1029	MK281	M992
Mixed Belt		

The list above is not meant to be comprehensive in nature; moreover, it is intended to include ammunition that could become part of the 40mm grenade family.

(d) The immediate acquisition is to compete all items within the 40mm family to include the M430A1, M433, M583A1, M781, M918, Mixed Belt, M385A1, M992, M585, M661 and M662.

(i) The offeror shall insert unit prices for Contract Line Item Numbers (CLINs) 0001 thru 0012 on the pricing matrix at Exhibit M ONLY; DO NOT use Section B price lines. Offeror's entries in Section B for CLINs 0001 thru 0012 will NOT be evaluated.

(ii) The offeror must address ALL ammunition items in its proposal, and propose firm-fixed-prices for ALL CLINs and First Article Tests (FATs) for all items of ammunition. Failure to provide firm-fixed-prices for all CLINs and FATs is unacceptable and will render the offer unacceptable and ineligible for award. Completion and submission of Attachment 0019 - LAP Pricing Worksheet (refer to Section L) is also required.

(iii) BASE QUANTITIES: The Government's intent is to award one (1) or two (2) contracts with a base quantity of the Mixed Belt cartridge, awarded 100% to one awardee for a single contract award, or split 60%/40% amongst two awardees

**Name of Offeror or Contractor:**

if two contracts are awarded. The base quantity to be awarded as a result of this solicitation, and as outlined in the Pricing Matrix found at Exhibit M, is as follows:

CLIN:	Item:	Quantity:
0007	MIXED BELT	1,500,000

(iv) OPTION QUANTITIES: The PCO may unilaterally exercise the evaluated option at any time, by giving written notice to the Contractor thirty (30) days prior to exercising each option, within each option validity period. Validity periods are defined to be as follows:

Option Period One\*: FY15 (Date of Award - 30 Sep 15)  
 Option Period Two: FY16 (1 Oct 15 - 30 Sep 16)  
 Option Period Three: FY17 (1 Oct 16 - 30 Sep 17)  
 Option Period Four: FY18 (1 Oct 17 - 30 Sep 18)  
 Option Period Five: FY19 (1 Oct 18 - 30 Sep 19)

(\*Option Period One will immediately commence subsequent to award of the base quantity.)

(A) The Mixed Belt cartridge has base AND option quantities. The base quantity and ALL options will be evaluated.

(B) The M430A1, M433, M583A1, M781, M918, M385A1, M992, M585, M661 and M662 cartridges do not have a base quantity; they ONLY have option quantities. ALL options will be evaluated.

(C) The contract maximum quantity is the aggregate quantity available in the base period plus the five (5) option periods. The Government reserves the right to exercise options up to the maximum aggregate quantities available in the base period and the five (5) option periods without regard to the actual FY. See clause 52.217-6 entitled "Option for Increased Quantity" for details.

(D) Should the Government proceed with two (2) awards as a result of this solicitation, it is the Government's intent to continue the base contract award split of 60%/40% of available quantity to the respective contracts for each follow-on option period. However, either, or both awarded contracts could receive award of any cartridges as an option quantity in any percentage split from 0% to 100% if determined to be in the best interest of the Government, price and other factors considered. NOTE: Exercising an evaluated option is ALWAYS at the Government's discretion. No guarantee of option is explicitly, or implicitly, implied.

(e) The contract will include Progress Payments, or contractor financing only. See FAR 52.232-16, Progress Payments for details.

(f) The solicitation includes Economic Price Adjustment (EPA) provisions for steel, aluminum and zinc. See Section I, Narrative I001 for the EPA clause, Section L for submittal instructions, and Exhibit N for completion.

(g) Government Furnished Material (GFM) is included. The M385A1 Projectile Assembly (P/N 8866714) and the M918 Projectile Assembly (P/N 9399374) will be provided to the successful awardee(s) for use in Mixed Belt production, as well as any M385A1 or M918 production. In addition, the Government will provide Calibration and/or Reference Rounds for use in high velocity lot acceptance testing.

(h) Directed sources for Load, Assemble, and Pack (LAP) and Comp A4 and CH-6 Explosives are described as follows:

(1) LAP shall be performed at Iowa Army Ammunition Plant (IAAAP), Middletown, Iowa, for High Velocity (HV) cartridges, for a quantity up to and including 250,000 per month, provided the funding and requirements exist. Any HV cartridge LAP needed above the 250,000 per month may be obtained from IAAAP or from other sources within the National Technology and Industrial Base (NTIB). LAP for Low Velocity (LV) cartridges may be obtained from sources within the NTIB. The Government is not obligated to order any quantities during any period.

a. During contract performance, if the contractor intends to terminate, in full or in part, any portion of the directed workload to IAAAP, then it must notify the Government 30 days in advance of any potential termination. The notification should identify the cause of the termination as well as the quantifiable impacts and when these impacts will begin. The contractor must also provide the rationale and actions taken to date to mitigate the situation. If the termination is the result of a delinquent quantity, the contractor must identify the delinquent quantity by cartridge type and month and provide a copy of the agreed-to delivery schedule with the LAP contractor.

**Name of Offeror or Contractor:**

(2) Comp A4 and CH-6 Explosives shall be procured and manufactured within the NTIB.

(i) The Scope of Work (SOW) for Load, Assemble, and Pack (LAP) of 40mm Grenades at Iowa Army Ammunition Plant (IAAAP) (reference Section C, Narrative C0002) defines what will be provided by the operating contractor of IAAAP as a subcontractor to the successful offeror(s), for LAP activities that are to be performed at IAAAP pursuant to this RFP and resulting contract.

(j) The offeror shall fabricate and deliver 40mm family items using the mandatory documents listed in Section C.

(k) Transportation shall be F.O.B. Origin, unless otherwise specifically stated in Section B of the solicitation/contract.

(l) FAT IS REQUIRED for ALL 40mm family items as called out in the respective TDPLs. FATs are NOT anticipated to be waived for any 40mm components. No producer should assume to be "qualified" or "approved" by the Government. Subsequent to contract award resulting from the immediate solicitation, the contractor may submit a written request for FAT waiver to the PCO for approval. Request shall include the prior contract number, respective specification, verification that the applicable component has not been out of production in excess of ninety (90) days. See local clause 52.209-4512 "First Article Test (Contractor Testing)" and Section E, Narrative E0003 for related guidance.

(m) Acceptance Inspection Equipment (AIE) is required for all items as called out in the respective TDPLs. It is noted that any reference to AIE is inclusive of Automated Acceptance Inspection Equipment (AAIE). AIE is NOT anticipated to be rolled over for any previous producer (at the contractor or subcontractor level) of 40mm components. No producer should assume to be "qualified" or "approved" by the Government. See local clause 52.246.4531 "Acceptance Inspection Equipment" and Section E, Narrative E0003 for related guidance. Contractor seeking AIE roll over approval shall provide in writing a request to the PCO which includes the prior contract number, previously approved AIE documentation, and PCO's letter of approval with applicable Evaluation(s) of Acceptance Inspection Equipment Designs (EAIEDs).

(n) Summary Matrix: The contract requirements (AIE, Statistical Process Control (SPC), FAT, and Critical Plan of Action (CPOA)) are identified in the Summary Matrix included at Exhibit P. NOTE: This is NOT to serve as a comprehensive list and in no way alleviates the contractor's requirements of complying with the TDP. Stated Summary Matrix shall be used as a tracking tool for contractual approvals and shall be made available upon the Government's request, in addition to being provided with the contractor's notification to conduct FAT and FAT Plan.

(o) If award is made without FAT, delivery of the cartridge(s) shall begin nine (9) months from the date of award. If award is made with FAT, delivery of FAT report will be required nine (9) months after contract award, and delivery of the cartridges shall begin twelve (12) months from the date of award. Subsequently, for quantities awarded on the base contract, cartridges are required to be delivered no later than twelve (12) months from first delivery (i.e., twenty-one (21) months from award if awarded without FAT, or twenty-four (24) months from award if awarded with FAT, and within twelve (12) months from exercise of any option.

(p) As stated in Section H, Narrative H0002, pursuant to FAR 52.249-8 "Default (Fixed-Price Supply and Service)" as contained within this contract, unexcused failure to deliver supplies within the time specified in this contract or any extension constitutes default. In the event of contractor default, or anticipatory default, with respect to delivery schedules, the Government may, at the PCO's discretion, revise the delivery schedule and, as a result, seek consideration from the contractor.

(q) With the exception of the High Velocity Mann Barrel (HVMB), Government furnished equipment will NOT be provided under the resultant contract(s); see Section E, 52.245-4540, "Government Furnished Test Support Equipment," and Narrative E0002 for details of required contractor furnished equipment.

(r) The following Best Value criteria will be used to evaluate the proposal:

- Technical Factor: Subfactor 1 - Program Management (Volume 1);
- Technical Factor: Subfactor 2 - Manufacturing/Quality (Volume 2);
- Past Performance Factor (Volume 3); and
- Price Factor (Volume 4).

For details related to evaluation, see Section M.

(s) Offers shall adhere to all terms and conditions contained in Solicitation W52P1J-13-R-0078.

**3. FLOWDOWN OF REQUIREMENTS:**

All CDRL requirements of Solicitation W52P1J-13-R-0078 and the resultant contract(s) must be flowed down to and met by subcontractors and vendors at all tiers. These include, but are not limited to: Quality System Plans, Critical Characteristics Control Plans (CCCPs), Critical Plans of Action (CPOAs), Phosphate Coating Pre-Production Procedures,

**Name of Offeror or Contractor:**

Engineering Change Proposals (ECPs), Requests for Variation (RFVs), Contractor Identified Critical Characteristic Listing (CICCLs), Notifications, Investigations, Segregated Material Use and Restart Requests, Performance Oriented Packaging (POP) Testing, Operations Security (OPSEC) Plans.

## 4. AVAILABILITY OF FUNDS:

The Government reserves the right not to fund all CLINs. Base quantity will be funded at award. Any option(s) exercised subsequent to the base quantity will be subject to the availability of funds. Funds will be certified, subject to the Availability of Funds (see FAR 52.232-18), if appropriated by Congress.

## 5. BASIS FOR AWARD:

(a) Offeror's proposals shall be submitted no later than the date specified in Block 9 of the SF33, and shall be valid for a minimum of 250 days after submission. See Section L for proposal submission requirements.

(b) Formal Source Selection procedures will be used for this procurement, and offers will be evaluated consistent with the criteria set forth within Section M of this solicitation.

(c) The Government intends to award without discussions but reserves the right to open discussions if, in the sole discretion of the PCO, they are determined to be in the Government's best interest.

## 6. CONTACT INFORMATION:

Questions, comments, or concerns regarding terms or conditions as presented in Solicitation W52P1J-13-R-0078 must be directed to the Contract Specialist, Ms. Traci Gerth, [traci.l.gerth.civ@mail.mil](mailto:traci.l.gerth.civ@mail.mil), or the PCO, Ms. Julie Seaba, [julie.a.seaba.civ@mail.mil](mailto:julie.a.seaba.civ@mail.mil).

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	M430A1 - METAL PALLET NSN: 1310-01-564-2160				
0001AA	<p>DATA ITEM - CDRL, DD1423</p> <p>COMMODITY NAME: M430A1 - METAL PALLET                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
0001AB	<p>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M430A1 - METAL PALLET                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

DATA ITEMS - NOT SEPARATELY PRICED.  
 Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).  
 Applicable CDRL is found at Exhibit A.

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p> <p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M430A1 - METAL PALLET                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			<p>\$ _____</p> <p>DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING                      MUST BE PROVIDED ON THE PRICING MATRIX                      (EXHIBIT M OF THE SOLICITATION).</p>	<p>\$ _____</p>
0002	<p>M430A1 - WOODEN PALLET                      NSN: 1310-01-567-5540</p>				
0002AA	<p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: M430A1 - WOODEN PALLET                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>			<p>\$ _____</p> <p>DATA ITEMS - NOT SEPARATELY PRICED.</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			<p>Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).</p> <p>Applicable CDRL is found at Exhibit A.</p>	
0002AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M430A1 - WOODEN PALLET                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			<p>\$ _____</p>	<p>\$ _____</p>
0002AC	<p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			<p>\$ _____</p>	<p>\$ _____</p>

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>COMMODITY NAME: M430A1 - WOODEN PALLET                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>M433                      NSN: 1310-00-992-0451</p>			<p>DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING                      MUST BE PROVIDED ON THE PRICING MATRIX                      (EXHIBIT M OF THE SOLICITATION).</p>	
0003AA	<p>DATA ITEM - CDRL, DD1423</p> <p>COMMODITY NAME: M433                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL</p>			<p>\$ _____</p> <p>DATA ITEMS - NOT SEPARATELY PRICED.                      Contractor will prepare and deliver data in                      accordance with the requirements, quantities and                      schedules set forth in the Contract Data                      Requirements List (CDRL, DD1423).</p> <p>Applicable CDRL is found at Exhibit B.</p>	<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M433                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____
0003AC	<p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M433                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ _____	\$ _____

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
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 (EXHIBIT M OF THE SOLICITATION).

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                       FOB POINT: Destination                       M583A1                      NSN: 1310-00-159-3198</p>				
0004AA	<p><u>DATA ITEM - CDRL, DD1423</u>                       COMMODITY NAME: M583A1                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>			\$ _____	\$ _____
<p style="text-align: center;">(End of narrative B001)</p>					
<p><u>Packaging and Marking</u></p>					
<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>					
<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                       FOB POINT: Destination</p>					
0004AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u>                       COMMODITY NAME: M583A1                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p>			\$ _____	\$ _____
<p style="text-align: center;">DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING                      MUST BE PROVIDED ON THE PRICING MATRIX                      (EXHIBIT M OF THE SOLICITATION).</p>					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p> <p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M583A1                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>M781                      NSN: 1310-01-589-4275</p> <p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: M781</p>			<p>\$ _____</p> <p>DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING                      MUST BE PROVIDED ON THE PRICING MATRIX                      (EXHIBIT M OF THE SOLICITATION).</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
0005					
0005AA					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M781 CLIN CONTRACT TYPE: Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>			<p>DATA ITEMS - NOT SEPARATELY PRICED. Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).  Applicable CDRL is found at Exhibit D.</p> <p>\$ _____</p> <p>DISREGARD THE PRICING LINE ABOVE. ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).</p>	<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	<p>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M781                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			<p>\$ _____</p> <p>DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).</p>	<p>\$ _____</p>
0006	<p>M918                      NSN: 1310-01-572-0693</p>				
0006AA	<p>DATA ITEM - CDRL, DD1423</p> <p>COMMODITY NAME: M918                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			<p>\$ _____</p> <p>DATA ITEMS - NOT SEPARATELY PRICED.                      Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).                      Applicable CDRL is found at Exhibit E.</p>	<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Page 16 of 144

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M918                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____
0006AC	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M918                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p> <p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M918                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC                                  SUPPL  <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u>                      001</p> <p>FOB POINT: Destination</p>				
0007	<p>MIXED BELT                      NSN: 1310-01-541-8181</p>				
0007AA	<p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC                                  SUPPL  <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u>                      001</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
0007AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p>			\$ _____	\$ _____

DATA ITEMS - NOT SEPARATELY PRICED.  
 Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).  
 Applicable CDRL is found at Exhibit F.



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	<p><u>100% BASE PRODUCTION QUANTITY</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DAYS AFTER AWARD                      001 1,500,000 0360</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>-----                      D E L I V E R Y N O T E : 360 DAYS AFTER AWARD,                      CITED ABOVE, REFERS TO FIRST DELIVERY, AND REFLECTS                      AWARD WITH FAT. IF AWARD IS MADE WITHOUT FAT, FIRST                      DELIVERY WILL BE REQUIRED 270 DAYS AFTER AWARD.                      -----</p> <p>(End of narrative F001)</p>	1500000	EA	\$ _____	\$ _____
0007AE	<p><u>100% BASE FIRST ARTICLE</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>	1	EA	\$ _____	\$ _____

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 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
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 (EXHIBIT M OF THE SOLICITATION).

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING





CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0007AH	<p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>-----                      D E L I V E R Y N O T E : 270 DAYS AFTER AWARD,                      CITED ABOVE, REFERS TO DELIVERY OF FAT REPORT, IF FAT                      IS AWARDED.                      -----</p> <p>(End of narrative F001)</p> <p><u>40% BASE PRODUCTION QUANTITY</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <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></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>600,000</td> <td>0360</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	600,000	0360				600000	EA	\$ _____	\$ _____
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001																																			
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																	
001	600,000	0360																																	

DISREGARD THE PRICING LINE ABOVE.  
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 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0007AJ	<p>-----                      D E L I V E R Y N O T E : 360 DAYS AFTER AWARD,                      CITED ABOVE, REFERS TO FIRST DELIVERY, AND REFLECTS                      AWARD WITH FAT. IF AWARD IS MADE WITHOUT FAT, FIRST                      DELIVERY WILL BE REQUIRED 270 DAYS AFTER AWARD.                      -----</p> <p>(End of narrative F001)</p> <p><u>40% BASE FIRST ARTICLE</u></p> <p>COMMODITY NAME: MIXED BELT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</td> <td></td> </tr> <tr> <td>001</td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u> <u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1 0270</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>-----                      D E L I V E R Y N O T E : 270 DAYS AFTER AWARD,                      CITED ABOVE, REFERS TO DELIVERY OF FAT REPORT, IF FAT                      IS AWARDED.                      -----</p> <p>(End of narrative F001)</p>	DOC	SUPPL	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD		001		<u>DEL REL CD</u>	<u>QUANTITY</u> <u>DAYS AFTER AWARD</u>	001	1 0270	1	EA	\$ _____	\$ _____
DOC	SUPPL														
REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD															
001															
<u>DEL REL CD</u>	<u>QUANTITY</u> <u>DAYS AFTER AWARD</u>														
001	1 0270														

DISREGARD THE PRICING LINE ABOVE.  
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 (EXHIBIT M OF THE SOLICITATION).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	M385A1 NSN: 1310-01-572-0689				
0008AA	<p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: M385A1                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
0008AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M385A1                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>			\$ _____	\$ _____

DATA ITEMS - NOT SEPARATELY PRICED.  
 Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).  
 Applicable CDRL is found at Exhibit G.

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001  FOB POINT: Origin  FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%  COMMODITY NAME: M385A1 CLIN CONTRACT TYPE: Firm Fixed Price  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001  FOB POINT: Destination			\$ _____	\$ _____
0009	M992 NSN: 1310-01-422-1048				
0009AA	<u>DATA ITEM - CDRL, DD1423</u>  COMMODITY NAME: M992 CLIN CONTRACT TYPE: Firm Fixed Price			\$ _____	\$ _____

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
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DATA ITEMS - NOT SEPARATELY PRICED.  
 Contractor will prepare and deliver data in  
 accordance with the requirements, quantities and  
 schedules set forth in the Contract Data  
 Requirements List (CDRL, DD1423).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			<p>Applicable CDRL is found at Exhibit H.</p>	
0009AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M992                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			<p>\$ _____</p>	<p>\$ _____</p>
0009AC	<p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M992                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>			<p>\$ _____</p>	<p>\$ _____</p>

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	<p>FOB POINT: Destination</p> <p>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M585                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____
0010AC	<p>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M585                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL</p>			\$ _____	\$ _____

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-13-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>M661                      NSN: 1310-00-541-6148</p>				
0011AA	<p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: M661                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
0011AB	<p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M661                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

DATA ITEMS - NOT SEPARATELY PRICED.  
 Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).  
 Applicable CDRL is found at Exhibit K.

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND 60%/40%</p> <p>COMMODITY NAME: M661                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0012	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Destination</p> <p>M662                      NSN: 1310-00-541-6149</p>				
0012AA	<p><u>DATA ITEM - CDRL, DD1423</u></p> <p>COMMODITY NAME: M662                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>			\$ _____	\$ _____

DISREGARD THE PRICING LINE ABOVE.  
 ALL PROPOSED UNIT AND FIRST ARTICLE PRICING  
 MUST BE PROVIDED ON THE PRICING MATRIX  
 (EXHIBIT M OF THE SOLICITATION).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p><u>PRODUCTION - FY15-FY19 OPTIONS - 100% AND 60%/40%</u></p> <p>COMMODITY NAME: M662                      CLIN CONTRACT TYPE:                      Fixed Price with EPA - Actual Costs</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p>			<p>DATA ITEMS - NOT SEPARATELY PRICED.                      Contractor will prepare and deliver data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL, DD1423).                       Applicable CDRL is found at Exhibit L.</p> <p>\$ _____</p> <p>DISREGARD THE PRICING LINE ABOVE.                      ALL PROPOSED UNIT AND FIRST ARTICLE PRICING MUST BE PROVIDED ON THE PRICING MATRIX (EXHIBIT M OF THE SOLICITATION).</p>	<p>\$ _____</p>
0012AC	<p><u>FIRST ARTICLE - FY15-FY19 OPTIONS - 100% AND</u></p>				



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

C-1	52.210-4501 DRAWINGS/SPECIFICATIONS (ACC-RI)	APR/2012
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In addition to the drawing(s) and/or specification(s) listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Technical Data Packages, including any exceptions thereto, will be obtained electronically in accordance with the clause titled "Technical Data Package Information and Distribution and Destruction of Restricted Technical Data" in Section C of this document.

The following drawings(s) and specification(s) are applicable to this procurement.

=====

CLIN 0001 - M430A1

NSN: 1310-01-564-2160 (M549A1 fuze, Metal Pallet)

Drawings and Specifications in accordance with Technical Data Package Listing 13021689:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

CLIN 0002 - M430A1

NSN: 1310-01-567-5540 (M549A1 fuze, Wood Pallet)

Drawings and Specifications in accordance with Technical Data Package Listing 13023627:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

CLIN 0003 - M433

NSN: 1310-00-992-0451

Drawings and Specifications in accordance with Technical Data Package Listing 13008211:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

CLIN 0004 - M583A1

NSN: 1310-00-159-3198

Drawings and Specifications in accordance with Technical Data Package Listing 13008210:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

CLIN 0005 - M781

NSN: 1310-01-589-4275

Drawings and Specifications in accordance with Technical Data Package Listing 13022728:19200, with revisions in effect as of 27 MAR 2014, are applicable to this procurement.

=====

CLIN 0006 - M918

NSN: 1310-01-572-0693

Drawings and Specifications in accordance with Technical Data Package Listing 13025252:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

**Name of Offeror or Contractor:**

CLIN 0007 - MIXED BELT  
NSN: 1310-01-541-8181

Drawings and Specifications in accordance with Technical Data Package Listing 13014955:19200, with revisions in effect as of 16 SEP 2013, are applicable to this procurement.

=====

CLIN 0008 - M385A1  
NSN: 1310-01-572-0689

Drawings and Specifications in accordance with Technical Data Package Listing 13025254:19200, with revisions in effect as of 12 SEP 2013, are applicable to this procurement.

=====

CLIN 0009 - M992  
NSN: 1310-01-422-1048

Drawings and Specifications in accordance with Technical Data Package Listing 13019667:19200, with revisions in effect as of 18 SEP 2013, are applicable to this procurement.

=====

CLIN 0010 - M585  
NSN: 1310-00-922-9784

Drawings and Specifications in accordance with Technical Data Package Listing 13017063:19200, with revisions in effect as of 17 SEP 2013, are applicable to this procurement.

=====

CLIN 0011 - M661  
NSN: 1310-00-541-6148

Drawings and Specifications in accordance with Technical Data Package Listing 13017064:19200, with revisions in effect as of 19 SEP 2013, are applicable to this procurement.

=====

CLIN 0012 - M662  
NSN: 1310-00-541-6149

Drawings and Specifications in accordance with Technical Data Package Listing 13019666:19200, with revisions in effect as of 17 SEP 2013, are applicable to this procurement.

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(End of statement of work)

(CS6100)

C-2            52.211-4502            TECHNICAL DATA PACKAGE INFORMATION, AND DISTRIBUTION AND DESTRUCTION            NOV/2012  
                  (ACC-RI)            OF RESTRICTED TECHNICAL DATA

(a) Army Contracting Command - Rock Island (ACC-RI) will no longer make Technical Data Packages (TDPs) available for order via CD-ROMS. TDPs will be obtained electronically via the link(s) below which will direct you to the Federal Business Opportunities (FBO) website. You must have an FBO account prior to accessing any TDP(s). To register for an account in FBO, please visit <http://www.fbo.gov/index> and click on Register Now under Vendors/Citizens. The toll free FBO helpdesk phone number is (866) 606-8220 and for international (334) 206-7828. Vendors are responsible for placing correct information in FBO.

(b) You may need to use special software to view the documents that we post to the FBO. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require Lucent Viewer to view the

**Name of Offeror or Contractor:**

TDP(s) which is available as freeware at: <http://www.ec-edi.com/>.

(c) The TDP(s) for this solicitation will be accessible via the FBO website (as described below) from the date of issue through the time specified in the solicitation for receipt of offers.

(d) TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs and any other related documents are posted with various options, such as Restricted and Export Control. These additional controls are described below:

(1) Access to RESTRICTED TDPs

Technical Data Packages that have been marked as 'Restricted' can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs that have been marked as 'Restricted' will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab and then click on the request explicit access button. Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. Please allow 2-3 working days to process your request. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(2) Access to EXPORT CONTROL TDPs

(i) TDPs that have been marked as 'Export Control' can be accessed electronically via the FBO website, with valid contractor login credentials. In addition, to obtain access to these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). If you do not have an approved DD 2345, Militarily Critical Technical Data Agreement on file with DLIS then you will not be able to access the TDP. To obtain certification, go to <http://www.logisticsinformationservice.dla.mil/jcp/>, click on documents and follow instructions provided. Processing time is estimated at five working days after receipt.

(ii) TDPs that have been marked as Export Control will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab, enter your Marketing Partner Identification Number (MPIN) and click on the request explicit access button. The requestor must be the "data custodian" that is listed on the DD 2345. Please allow 2-3 working days to process your request. If the company MPIN changes the user will be required to verify the MPIN again to gain access to Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(iii) If multiple individuals in your company need access to the Export Control TDP for a solicitation, it can be obtained from your data custodian that is listed on the DD 2345.

(iv) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq.

CLIN: ALL

TDP Link (URL): <https://www.fbo.gov/notices/b25cf64027faa6051857e8c474cc93f4>

(3) Further dissemination of Restricted TDPs must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(4) Upon completion of the purposes for which the restricted technical data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

(e) Questions related to registration in FBO should be directed to <http://www.fbo.gov/index>. The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO. A user guide for FBO can be found at <http://www.fbo.gov/index> - on the right of the screen is User Guides - click on Vendor.

(End of clause)

(CS6102)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 36 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(ACC-RI) BALLISTIC TESTING

(a) Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing and Acceptance and Description Sheets (for Propellants and Explosives). WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided below.

## (b) MHP-WARP Access Procedures

(1) Government or Contractor employee with CAC and AKO account:

- (a) Click on the MHP hyperlink which is <https://mhp.redstone.army.mil/>
- (b) Enter CAC PIN when prompted
- (c) Click on WARP (ADC)
- (d) Click on Help
- (e) Click on WARP Request Access and follow instructions

(2) Contractor or Government employee without CAC and AKO account: MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority (ECA) program. You are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html> A nominal fee is charged for each certificate. The Contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

(3) After the required certificate is obtained:

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

## (c) HELP Numbers are as follows:

MHP Access (256)313-2143; DSN 897-2143  
JMC Quality Administrators for WARP issues (309)782-2697 or (309)782-7107

## (d) Worldwide Ammunition-data Repository Program (WARP)

An online users manual will provide additional help in the development of an ammunition data card. It is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

## (e) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirements of MIL-STD-1168B. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), who reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option significantly reduces input effort, while increasing accuracy and consistency of data.

## (f) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to conform with MIL-STD-1168B and contract requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

## (g) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify [usarmy.ria.jmc.mbx.warp@mail.mil](mailto:usarmy.ria.jmc.mbx.warp@mail.mil) within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to [usarmy.ria.jmc.mbx.warp@mail.mil](mailto:usarmy.ria.jmc.mbx.warp@mail.mil). The email must contain manufacturer's name, address where performance of the contract will take

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-13-R-0078	<b>Page</b> 37 <b>of</b> 144 <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

place, and a point of contact.

(h) Report of Contractor Ballistic/Function Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

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

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

(End of statement of work)

(CS7200)

C-4            52.246-4536            STATEMENT OF WORK - 2-D BAR CODING VERIFICATION            DEC/2010  
(ACC-RI)

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

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

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

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

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

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

(End of statement of work)

(CS7300)

C-5            52.246-4561            PHOSPHATE COATING REQUIREMENT (HEAVY)            OCT/2005  
(ACC-RI)

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

(a) Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". REQUIRED phosphate coating procedures should be sent by the contractor to the cognizant PCO stated on page 1 of the contract . The contract number must be cited on all phosphate coating procedures being submitted. Procedures shall include product name and manufacturer of all chemicals/materials to be used. All processes, equipment, and controls, along with testing and test frequencies used for phosphating including application of supplemental finishes, shall be described in detail.

(b) Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 38 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(c) Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is "per lot, at least every 8 hours."

(d) Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least every 8 hours."

(e) A thickness range for the supplemental dry film lubricant or paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

(f) Adhesion testing per ASTM-D3359, method B shall be stated in the procedure for a supplemental coating of dry film lubricant or paint along with the frequency for testing. A daily frequency is required.

(g) Salt spray testing of parts with phosphate and primer for 336 hours shall be included in the procedure for supplemental coatings of CARC paint along with a frequency for testing. The frequency for salt spray testing is "per lot or monthly." Salt spray testing of parts with phosphate and supplemental dry film lubricant for 96 hours shall be stated in the procedure along with the frequency for testing. The frequency for testing is "per lot or weekly." Parts shall show no rusting visible to the unaided eye, no more than 5 blisters with none larger than 3/16 inch in diameter per 48 square inches of area. Underfilm attack at the scribe shall not exceed 1/8 inch.

(End of clause)

(CS7400)

C-6            52.246-4562            PHOSPHATE COATING REQUIREMENT (LIGHT)            OCT/2005  
(ACC-RI)

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification TT-C-490.

(a) Paragraph 3.2.1 of TT-C-490 refers to "Procedure approval." The written procedure, along with the panel submission requirements of paragraph 3.2.2, shall be sent to the designated contracting officer. The procedure shall include product names and manufacturers of all chemicals/materials to be used. All processes, equipment, and controls, along with the testing and test frequencies used for phosphating including the application of supplemental finishes.

(b) Paragraph 3.2.2 of TT-C-490 refers to "Preproduction validation panels." For parts requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint system), the preproduction panels shall include three phosphated only, three panels with phosphate and epoxy primer and three panels with phosphate, primer and topcoat. For parts requiring topcoat only (ammunition items), the preproduction panels shall include three phosphated only and three panels with phosphate and paint.

(End of clause)

(CS7500)

C-7            52.246-4563            STATEMENT OF WORK - PROPELLANT REASSESSMENT            FEB/2010  
(ACC-RI)

(a) In order to determine the functional serviceability of propellant prior to loading into a component item, the systems contractor/producer is responsible for submitting a sample of the propellant lot(s) with a date of manufacture beyond two years of contract award for testing at:

Headquarters, Army Armament Research, Development and  
Engineering Center (ARDEC)  
Propellant Laboratory  
Attn: AMSTA-AR-WEE-E, Bldg 938  
Picatinny Arsenal, NJ 07806-5000

(b) The sample or samples shall be submitted not less than 120 days prior to the date that loading is to commence. The following information shall accompany the sample shipment:

**Name of Offeror or Contractor:**

- (1) Point of contact information at the systems contractor/producers facility.
- (2) Lot number(s) and NSN of propellant/propelling charge requiring assessment.
- (3) Estimated start date of project requiring reassessment.
- (4) Propellant/Propelling Charge Lot number(s).
- (5) Serial or identification numbers of the propellant containers/drums.

(c) Sample selection will be accomplished by or in the presence of a Government Quality Assurance Representative. The sample shall represent the lot(s) undergoing test.

- (1) The following table shall be used when determining the number of representative samples that must be selected:

Propellant Type	# Drums per lot	Sample Size
M2, M9 Flake	1 to 5	1 pound
Spheroidal Ball, 60, 81 & 120mm	6 to 24	2 pounds*
Mortar, Artillery	15 to 29	3 pounds*
	30 plus	5 pounds*
Stick	# Boxes per lot	May be cut to appropriate length per QAR to accommodate shipping container
	1 to 5	1 pound
	6 to 14	2 pounds*
	15 to 29	3 pounds*
	30 plus	5 pounds*
Propelling Charges	Standard Units of issue to closely approximate \ 'bd pound of charge weight per lot	1/2 pound

\*The number of pounds indicates the different number of drums/containers that shall be sampled.

(2) Randomly select the propellant drums/boxes in accordance with the required sample size, and remove to a propellant holding area approved by the Government for a minimum of 36 hours to permit the contents of the drum/boxes to acclimate to ambient temperature. The individual sample containers/bags, shall be adjacent to the drums/boxes. One at a time, open each drum/box and with a clean, brass conductive scoop or a non-sparking cutting device for stick propellant, and remove the required sample, place in the sample container/bag and immediately seal. After sampling is performed immediately reseal the drum/box the sample was drawn from. Continue until all samples are selected, using one bag or container per drum or box to collect the sample. Mark each individual sample with the propellant lot number, drum/box number from which the sample was removed, and annotate with the ship to address identified in paragraph a.

(d) The sample shall be prepared for shipment to ARDEC in accordance with the following:

(1) Place bulk propellant samples in a clean and dry watervapor proof antistatic bag or container of minimum size to hold the sample and to allow for grounding as required. Seal bag by one of the following methods:

(i) folding the opening over three times to close and apply two single wraps of tape that overlaps itself a minimum of one inch.

(ii) gather the opening together and tie with a twist tie.

(2) Propellant shall not be removed from increment bags.

(3) Large grain or stick propellant shall be individually wrapped in plastic or be bagged and taped.

(4) Outer pack for samples shall consist of standard ammunition packs meeting the requirements of Title 49, Code of Federal Regulations or latest Bureau of Explosives (BOE) Tariff 6000.

(e) The results of the propellant reassessment pertaining to its suitability for use shall be provided by the PCO within 90 days after submittal to the laboratory at ARDEC.

**Name of Offeror or Contractor:**

(f) The contractor is responsible for bearing the cost of the Propellant Reassessment performed at the ARDEC Propellant Laboratory.

(g) As an alternative to the above propellant reassessment being conducted at ARDEC, contractor may submit a request to the PCO, asking for authorization to have the reassessment performed by another qualified entity. Please include the following in the request to the PCO:

- (1) Lot number(s) and National Stock Number (NSN) of propellant/propelling charge requiring assessment;
- (2) Estimated start date of project requiring reassessment;
- (3) Propellant/Propelling Charge lot number(s);
- (4) Serial or identification numbers of the propellant containers/drums;
- (5) Date of previous tests;
- (6) Results of previous tests;
- (7) Quantity of propellant.

(End of statement of work)

(CS7700)

C-8            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION            MAY/2001  
(ACC-RI)

(a) 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 Variance (RFVs) 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.

(b) 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 RFVs, 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.

(c) 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.

(d) 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)

## STATEMENT OF WORK (SOW) FOR 40MM FAMILY OF AMMUNITION FY15-FY19

1. SCOPE: The 40mm PCO at ACC-RI, Rock Island, IL, requires the contractor to manufacture and deliver 40mm cartridges (listed in Section A) in accordance with the TDPs provided by the Government. The quantities to be manufactured and delivered are those cited in the schedule of the contract and available via the pricing matrices, to include any and all types and quantities added by contract modification(s).
2. APPLICABLE DOCUMENTS: Technical Data Package Lists (TDPLs) shall be in accordance with those listed in Section C of the contract to include any modifications. Unless otherwise specifically noted in the contract, the production shall be in accordance with the applicable specification.
3. REQUIREMENTS: The Contractor shall perform all tasks necessary to ensure the manufacture and delivery of 40mm cartridges in accordance with the TDPs referenced in Section C of this document. These tasks include, but are not limited to, the following activities:
  - Planning and scheduling production;
  - Procurement or production of components;
  - Conducting engineering assessments of test data;
  - Conducting engineering assessments of the hardware and production processes necessary to ensure production on schedule;
  - Selection of appropriate combinations of component dimensions and of the production processes to ensure that

**Name of Offeror or Contractor:**

TDP/Specification requirements are met;

- Testing of components and assemblies for verification of performance levels;
- Monitoring of subcontractors to assure they are meeting TDP/Specification requirement;
- Management of a product assurance quality system as defined in Sections C and E; and
- Resolution of any manufacturing or quality issues encountered during the performance of this contract.

Performance of these minimum tasks shall not be construed as relieving the contractor of the responsibilities under the terms and conditions of the contract to furnish the Government with items fully in conformance with the requirements of the product drawings, Quality Assurance Provisions (QAPs), and specifications.

The contractor should not assume, nor does the Government guarantee, that all possible combinations permitted by the tolerance limits of the specifications and drawings will consistently satisfy the requirements. Individual items within the TDP may not all be made to the limits of the tolerance bands as it may prevent proper assembly or performance. Therefore, the contractor is obligated to choose those combinations of tolerances and fits within the limits of the TDP and drawings that best suit his process needs and still satisfy all requirements.

The Government reserves the right to obtain the necessary data required to adequately make a decision regarding the acceptability of cartridges/components and/or whether contractual requirements are being met. This may include proprietary data; such data will be protected by the Government and only be provided on a "need-to-know" basis. The PCO may request in writing, at no additional cost to the Government, the following types of data:

- Certified material test reports;
- Incoming inspection reports;
- First Article reports;
- Rework procedures;
- Production Process control documents/Work instructions;
- Process control data/plans;
- Quality system plans;
- Critical defects plans; and
- Raw data from component ballistic tests.

The PCO reserves the right to require submission of other types of data as required. Requests for documentation in no waive any rights of the Government under the Inspection Clause, 52.246.2 or obligations of the Contractor under the Warranty Clause, 52.246-17.

The Contractor shall perform configuration management in accordance with the provisions and clauses pertaining to Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Notices of Revision (NORs), and Requests for Variance (RFVs). Submission of all these documents shall address ozone-depleting chemicals (ODCs), as required by Public Law 102-484, Section 326.

The Contractor shall maintain a Quality System in compliance with ISO 9001-2008, or equivalent. Supplements to the Quality System requirements are contained elsewhere in this contract. MIL-STD-1916 describes DoD's preferred test methods for product acceptance. (In this SOW and contract, references to the Quality Assurance Representative (QAR) are intended to mean the (Prime) Contractor's QAR.) The Contractor's QAR may delegate any responsibilities to a subcontractor's QAR as deemed appropriate.

The Contractor shall include in their Quality System Plan (QSP) provisions for audits of suppliers to verify compliance to process controls and contract quality requirement. Results of such audits shall be made available to the Government, upon request. As a part of the QSP, the contractor shall identify the key characteristics and key processes that affect safety and performance. The contractor shall also identify how it is intended to control these processes and characteristics and what corrective action(s) will be taken when these processes and characteristics fall below established threshold levels identified in the QSP. The contractor shall provide a copy of the key characteristics to the PCO annually. Any deletions to the key characteristics list shall be provided as they occur, along with supporting data and rationale for the change.

Program Management Reviews (PMRs) shall be held as often as quarterly with the location and time to be established by the PCO. Responsible and cognizant contractor personnel shall attend these reviews to provide cognizant Government personnel with a status update, accomplishments during the previous period, and a review of any technical and administrative issues associated with the program. The Contractor is encouraged to have partners/vendors/subcontractors (as applicable) participate in the PMRs, and the Government may request their participation to address specific issues.

\*\*\* END OF NARRATIVE C0001 \*\*\*

**Name of Offeror or Contractor:**

Scope of Work (SOW) for Load Assemble and Pack (LAP) of 40mm Grenades

For LAP activities that are to be performed at IAAAP pursuant to this RFP and resulting contract, the operating contractor at IAAAP will perform the following activities:

1. Perform program management and initial quality planning.
2. Quote and negotiate contracts/orders for RFPs received based on TDPL and/or Scopes of Work (SOWs).
3. Perform contract administration function.
4. Perform production safety support function.
5. Perform production environmental compliance function.
6. Comply with BATF Licensing and controls.
7. Establish configuration baseline for each order and perform change control during execution.
8. Plan requirements.
9. Receive and inspect incoming materials.
10. Store and manage inventory for incoming materials.
11. Transport and deliver materials to production lines.
12. Comply with System Contractor Contract Data Requirement List (CDRL) in respect to:
  - a. Quality Conformance Inspection and Test Procedure (Acceptance Inspection Equipment and Automated Acceptance Inspection Equipment)
  - b. Special Inspection Equipment - Descriptive Documentation Acceptance
  - c. Critical Safety Item - Characteristic and Critical Defect Report
  - d. Statistical Process Control Plan
13. Design/procure/build tooling and production equipment.
14. Write operating procedures for ammunition work.
15. Make process modifications to support TDPLs awarded.
16. Perform production scheduling function.
17. Perform lot planning function.
18. Perform quality engineering support function including Request for Variance (RFV).
19. Perform process/production engineering support function including: Engineering Change Proposal (ECP) and Notice of Revision (NOR).
20. Perform machine shop support function.
21. Perform process/production startup readiness activities.
22. Perform production quality control function including Quality System Plan including supporting Test/Inspection Report - Acceptance and Description.
23. Perform production maintenance support function.
24. Produce first article if quoted (including testing).
25. Load, Assemble and Pack (LAP) contract quantities to quality and TDPL requirements and negotiated delivery schedules.
26. Perform radiological (X-ray) support function.
27. Perform metrology function.
28. Perform chemistry lab support function.
29. Perform lot ballistic acceptance testing and associated Ballistic Lot Acceptance Test Report.
30. Prepare Ammunition Data Cards (ADC), input into Army electronic data base, and submit to local QAR for approval (Systems Contractor prepares and submits DD-250).
31. Maintain lot history records/files.
32. Government Furnished Material - Consumption Report.
33. Transport completed ammunition to storage.
34. Perform surveillance on stored ammunition.
35. Transport ammunition to loading area for shipment.
36. Perform PC&H for out shipment.
37. Perform transportation inspections.
38. Complete explosive transport paperwork/certifications.
39. Coordinate and schedule transportation for explosive shipments.
40. Coordinate and schedule transportation for non-explosive shipments.

- The current operating contractor for IAAAP is American Ordnance (AO). Questions, comments, or concerns regarding terms or conditions as provided by AO to support the SOW must be directed to AO for resolution. Contact information:

American Ordnance  
Brock Menold, Senior Contract Administrator  
American Ordnance, LLC  
Ph: 319-753-7390  
E-mail: Brock.Menold@aollc.biz

- As set forth in Sections A and H of this solicitation, LAP shall be performed at IAAAP for High Velocity (HV) cartridges, for the quantity up to and including 250,000 per month, provided the funding and requirements exist. (Any HV cartridge LAP needed above the

**Name of Offeror or Contractor:**

250,000/month may be obtained from AO/IAAAP or from other sources within the National Technology and Industrial Base (NTIB). For proposal and contract commitment purposes, the 40mm cartridges included in the quantity of 250,000 per month commitment are the following HV items: M430A1, M385A1, M918, and Mixed Belt (Ratio of 22:10 M918 to M385A1). The 250,000/month quantity may be fulfilled by requirements for any one of these HV cartridges, or by any combination thereof.

- The Government will negotiate the HV LAP and First Article Test (FAT) prices with AO for the estimated quantity ranges/fiscal years (FYs) for this acquisition. AOs firm final HV LAP and FAT prices will be provided by the Government to the successful offeror(s) for use in awarding subcontracts to AO for HV LAP.

- As AOs final HV LAP and FAT prices will not be available at the time of final RFP issuance, all offerors will be provided surrogate LAP and FAT prices (reference Attachment 0019 LAP Pricing Worksheet) for each HV cartridge for evaluation purposes only, which shall be used by the offerors in formulating the HV cartridge unit and FAT prices being submitted on Exhibit M for all quantity ranges and FYs.

- In addition to including the LAP element in its cartridge prices and LAP FAT cost in its cartridge FAT on Exhibit M, offerors must complete Attachment 0019 and include it in their proposals. Attachment 0019 identifies offerors LAP portion of its cartridge unit prices and LAP FAT portion of its FAT prices, including all indirect/overhead costs and profit (if any) applicable to the LAP elements of the cartridge and FAT prices. Prior to award, the Government will use Attachment 0019 to recalculate the successful offeror(s) prices for all quantity ranges and FYs using AOs final LAP and FAT prices for each applicable HV cartridge for both the base and all option years, resulting in a revised Exhibit M to be incorporated into the resulting contract. The adjustments may be upward or downward. To make the adjustment, the difference (delta) between the final AO HV LAP and FAT prices and the surrogate prices will be determined for each cartridge/quantity range/FY. Offerors resulting LAP Factor from Attachment 0019 will be applied to the delta, and the resulting amount will be added to (or subtracted from, should final LAP/FAT price be lower than surrogate price) offerors respective unit or FAT price on its cartridge pricing matrix, Exhibit M. Offeror shall NOT include any additional escalation of the surrogate prices in its pricing for any FY, as final escalation of direct LAP or FAT costs (if any) will be captured within AOs final LAP or FAT prices and, thus, the delta costs used in the adjustment of offerors final cartridge and FAT pricing.

- All price evaluations will utilize the offerors proposed Exhibit M Pricing Matrix prices as submitted, inclusive of offerors LAP and FAT prices developed using the surrogate LAP and FAT prices.

\*\*\* END OF NARRATIVE C0002 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4508 (ACC-RI)	PACKAGING REQUIREMENTS	JUL/1997

CLIN 0001 and 0002 - M430A1 (NSN: 1310-01-564-2160 and 1310-01-567-5540)

- (a) Packaging shall be in accordance with 12928042, Revision AU, dated 1 APR 2014.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 12928042, Revision AU, dated 1 APR 2014. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 12928042, Revision AU, dated 1 APR 2014:

DI-PACK-81059 DOES NOT APPLY TO THIS CONTRACT.

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CLIN 0003 - M433 (NSN: 1310-00-992-0451)

- (a) Packaging shall be in accordance with 8835104, Revision AE, dated 28 AUG 2013.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 8835104, Revision AE, dated 28 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 8835104, Revision AE, dated 28 AUG 2013:

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

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

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

HEAT TREAT WOOD QUALITY MARKING:

"In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM)15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block

Name of Offeror or Contractor:

on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN 0004 - M583A1 (NSN: 1310-00-159-3198)

- (a) Packaging shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013.
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
(c) Marking shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 9209205, Revision AH, dated 14 AUG 2013:

DI-PACK-81059 IS NOT REQUIRED FOR THIS CONTRACT.

HEAT TREAT WOOD QUALITY MARKING:

In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM)15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-Manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN 0005 - M781 (NSN: 1310-01-589-4275)

- (a) Packaging shall be in accordance with 13022729, Revision A, dated 24 DEC 2013.
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
(c) Marking shall be in accordance with 13022729, Revision A, dated 24 DEC 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 13022729, revision A, dated 24 DEC 13:

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

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

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall

**Name of Offeror or Contractor:**

cease and the procuring activity shall be contacted immediately.

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CLIN 0006 - M918 (NSN: 1310-01-572-0693)

- (a) Packaging shall be in accordance with 12928042, Revision AU, dated 1 APR 2014.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 12928042, Revision AU, dated 1 APR 2014. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 12928042, Revision AU, dated 1 APR 2014:

DI-PACK-81059 IS NOT REQUIRED FOR THIS CONTRACT.

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CLIN 0007 - MIXED BELT (NSN: 1310-01-541-8181)

- (a) Packaging shall be in accordance with 12928042, Revision AU, dated 1 APR 2014.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 12928042, Revision AU, dated 1 APR 2014. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 12928042, Revision AU, dated 1 APR 2014:

DI-PACK-81059 IS NOT REQUIRED FOR THIS CONTRACT.

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CLIN 0008 - M385A1 (NSN: 1310-01-572-0689)

- (a) Packaging shall be in accordance with 12928042, Revision AU, dated 1 APR 2014.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 12928042, Revision AU, dated 1 APR 2014. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 12928042, Revision AU, dated 1 APR 2014:

DI-PACK-81059 IS NOT REQUIRED FOR THIS CONTRACT.

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CLIN 0009 - M992 (NSN: 1310-01-422-1048)

- (a) Packaging shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 9209205, Revision AH, dated 14 AUG 2013:

DI-PACK-80159 IS NOT REQUIRED FOR THIS CONTRACT.

**HEAT TREAT WOOD QUALITY MARKING:**

"In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-

Name of Offeror or Contractor:

treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN 0010 - M585 (NSN: 1310-00-922-9784)

- (a) Packaging shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013.
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
(c) Marking shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 9209205, Revision AH, dated 14 AUG 2013:

DI-PACK-80159 IS NOT REQUIRED FOR THIS CONTRACT.

HEAT TREAT WOOD QUALITY MARKING:

"In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN 0011 - M661 (NSN: 1310-00-541-6148)

- (a) Packaging shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013.
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
(c) Marking shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 9209205, Revision AH, dated 14 AUG 2013:

DI-PACK-80159 IS NOT REQUIRED FOR THIS CONTRACT.

HEAT TREAT WOOD QUALITY MARKING:

"In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN 0012 - M662 (NSN: 1310-00-541-6149)

(a) Packaging shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013.

(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(c) Marking shall be in accordance with 9209205, Revision AH, dated 14 AUG 2013. 2-D Barcodes are required in accordance with 12999545, Revision G, dated 19 AUG 2013.

EXCEPTION: The following shall apply to drawing 9209205, Revision AH, dated 14 AUG 2013:

DI-PACK-80159 IS NOT REQUIRED FOR THIS CONTRACT.

**HEAT TREAT WOOD QUALITY MARKING:**

"In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of nonmanufactured wood products verified in accordance with the ISPM-15 compliance program.

(End of clause)

(DS6303)

D-2 52.247-4517 PALLETIZATION INSTRUCTION  
(ACC-RI)

MAR/1992

CLIN 0001 - M430A1 (NSN: 1310-01-564-2160)

Palletization shall be in accordance with 19-48-4232/21, Revision 5, dated MAY 2012.

19-48-4232, Revision 2, dated MARCH 2005, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. 2-D barcodes are required.

CLIN 0002 - M430A1 (NSN: 1310-01-567-5540)

Palletization shall be in accordance with 19-48-4116/26S, Revision 5, dated AUGUST 2012.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

CLIN 0003 - M433 (NSN: 1310-00-992-0451)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

Palletization shall be in accordance with 19-48-4116/26C (R13K2018 applies), Revision 4, dated MAY 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0004 - M583A1 (NSN: 1310-00-159-3198)

Palletization shall be in accordance with 19-48-4116/26H (R13K2020 applies), Revision 3, dated NOVEMBER 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0005 - M781 (NSN: 1310-01-589-4275)

Palletization shall be in accordance with 19-48-4359/1, Revision -, dated NOV 2011.

Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0006 - M918 (NSN: 1310-01-572-0693)

Palletization shall be in accordance with 19-48-4232/21, Revision 5, dated MAY 2012.

19-48-4232, Revision 2, dated MARCH 2005, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. 2-D barcodes are required.

=====

CLIN 0007 - MIXED BELT (NSN: 1310-01-541-8181)

Palletization shall be in accordance with 19-48-4232/21, Revision 5, dated MAY 2012.

19-48-4232, Revision 2, dated MARCH 2005, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. 2-D barcodes are required.

=====

CLIN 0008 - M385A1 (NSN: 1310-01-572-0689)

Palletization shall be in accordance with 19-48-4232/21, Revision 5, dated MAY 2012.

19-48-4232, Revision 2, dated MARCH 2005, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. 2-D barcodes are required.

=====

CLIN 0009 - M992 (NSN: 1310-01-422-1048)

Palletization shall be in accordance with 19-48-4116/26H (R13K2020 applies), Revision 3, dated NOVEMBER 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0010 - M585 (NSN: 1310-00-922-9784)

**Name of Offeror or Contractor:**

Palletization shall be in accordance with 19-48-4116/26H (R13K2020 applies), Revision 3, dated NOVEMBER 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0011 - M661 (NSN: 1310-00-541-6148)

Palletization shall be in accordance with 19-48-4116/26H (R13K2020 applies), Revision 3, dated NOVEMBER 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

=====

CLIN 0012 - M662 (NSN: 1310-00-541-6149)

Palletization shall be in accordance with 19-48-4116/26H (R13K2020 applies), Revision 3, dated NOVEMBER 2002.

19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, dated 01 MAR 2010. 2-D barcodes are required.

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(End of clause)

(DS6204)

D-3            52.247-4521            UNITIZATION/PALLETIZATION            MAR/1988  
                   (ACC-RI)

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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 (ACC-RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	NOV/2011

(a) The first article shall consist of those items and quantities as cited in the specifications, which shall be examined and tested in accordance with contract requirements, the item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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

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

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

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

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has 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 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 AMSJM-QAO.

(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,

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 52 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

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            52.245-4540            GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT            JAN/1995  
(ACC-RI)

The Government will furnish the following test equipment to support First Article, Reliability, and/or Acceptance Tests. The Contractor will submit a written request for this property to the Contracting Officer no later than thirty (90) days prior to the desired delivery date.

(a) Item Nomenclature	National Stock Number	Quantity	Cost Each	Unit of Issue
High Velocity Mann Barrel (HVMB)	N/A (P/N 13016122)	(TBD)	(TBD)	Each

(b) With regard to the above-furnished equipment:

- Maintenance of the HVMB shall be performed by the contractor in accordance with the DEPARTMENT OF THE ARMY TECHNICAL BULLETIN, 40MM HIGH AND LOW VELOCITY GRENADE AMMUNITION MANN BARREL SYSTEMS, OPERATOR INFORMATION, 13044485. Parts and materials (lubes, cleaners, etc.) shall be in accordance with this Technical Bulletin.
- A COC for any spare parts utilized shall be submitted verifying conformance with the TDP (13016122).
- The COCs shall be provided for approval prior to using the spare parts, and are required in order to obtain AIE approval prior to conducting any cartridge First Article Tests.
- Inspection and calibration of the HVMB and components shall be performed in accordance with the Technical Bulletin (13044485) to ensure continued compliance.
- HVMB maximum round count - (TBD). The contractor shall provide proof and documentation along with a request to the PCO if the contractor wishes to exceed (TBD) rounds per barrel.

(End of clause)

(ES6115)

E-5            52.246-4520            AMMUNITION DATA CARDS            SEP/2010  
(ACC-RI)

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) are contained in MIL-STD-1168, DI-MISC-80043 and the Worldwide Ammunition-data Repository Program (WARP) online user's manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, can be found in MIL-HDBK-1461.

(a) The supplier shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168B, and the user's manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. (Refer to the clause in Section C of this contract entitled "Statement of Work - Ammunition Data Cards, Report of Contractor Ballistic/Function Testing" for more information.) The ADC requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(b) The supplier shall prepare an ADC for each lot of item(s) being produced under this contract, regardless of whether or not those lots are accepted or rejected by the Government. The ADC shall comply with MIL-STD-1168 and WARP requirements.

(c) Unless otherwise authorized by the Procuring Contracting Officer, the supplier shall include, in the components sections on the ADC representing the deliverable item, as a minimum; all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

End Item Component Listing:

**Name of Offeror or Contractor:**M430A1

<u>Drawing Number</u>	<u>Nomenclature</u>
8886332	Base Plug
9287854	Body Assy M430A1
12926771	Cap
8886329	Case, Cartridge, M169
MIL-DTL-14970	Comp A-5 Type 1
MIL-C-21723	Comp CH-6
12564414	Container, PA120
9206911	Cup, Closing
9287866	Escapement Assy
9287865	Housing, Spitback
12926813	Liner, Fluted
8886352	Liner, Spitback
11691393	Link, Ctg Belt, M16A2
12597686	Pkg, Pref (O-Ring)
8866712	Primer, Percussion, Fed #215
MIL-P-60989	Propellant, M2
9287862	Spitback Assy
12926814	Body Loading Assy
9287861	Fuze PIBD M549A1 Less Spitback
12926814	Projectile Assy

=====  
End Item Component Listing:M433

<u>Drawing Number</u>	<u>Nomenclature</u>
8844609	Ctg Case Loading Assembly M118
8886372	Projectile Assembly, 40mm HEDP M433
8886375	Cup and Skirt Assembly
8844612	Cup, Powder Charge F/M118 Assy
8886360	Fuze, M550 Less Spitback
9278204	Bandoleer F/40mm Ctg, M433
8835104	Box, Wirebound, F/40mm Ctg, M433
8844610	Case, Ctg, M118, F/40mm
8844611	Plug, Base F/M118 Assy
9235729	Primer Percussion Assy #100
MIL-E-14970	Comp A-5
MIL-C-21723	Comp CH-6
9322243	Curing Agent
8886354	Housing, Spitback
9276544	Liner (One Piece)
8886352	Liner, Spitback
8886340	Ring, Retaining
9322244	Ruber, Polysulfide

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End Item Component Listing:M583A1

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-00223	Black Powder
9212692	Delay Composition
9206942	Delay Igniter Composition
9244312	Illuminant Composition
MIL-P-50206	M-9 Propellant
8799925	Primer, Percussion
9207989	Case, Cartridge 40mm M195
9209205	Box, Wirebound
9243882	Ogive
9243900	Body
9243906	Parachute Assembly
9243909	Projectile Assembly, M583A1
9244310	Illuminant Assembly
9207988	Cartridge Case Loading Assembly, M195

**Name of Offeror or Contractor:**

9243894 O-Ring

=====  
End Item Component Listing:M781

<u>Drawing Number</u>	<u>Nomenclature</u>
9310345	Projectile Assembly
9322239	Ctg Case Loading Assembly
9322236	Windshield
9310344	Body
9322238	.38 Case Assembly
9322245	Dye Signal
MIL-P-50206	M9 Propellant
9322241	.38 Cal Case
8799925	Primer Mix
9322234	Filler Plug
9322235	Wad Ctg
8799925	Primer Percussion Assy
8837991	Cup
8837993	Cover
8837992	Anvil

=====  
End Item Component Listing:M918

<u>Drawing Number</u>	<u>Nomenclature</u>
MS28900-28	O-Ring
8886327	Cartridge Case Assy M169
MIL-P-60989	Propellant, M2
8886329	Cartridge Case M169
8886332	Plug, Base
9206911	Cup, Closing
8866712	Primer Percussion No. 215
9399374	Projectile Assy, M918

=====  
End Item Component Listing:MIXED BELT

<u>Drawing Number</u>	<u>Nomenclature</u>
11691393	Link, Cartridge, Metallic Belt, 40mm, M16A2
12597686	O-Ring (M918 & M385A1)
12564414	PA 120 Metal Container
8886332	Base Plug (M918 & M385A1)
8886329	Cartridge Case, M169 (M918 & M385A1)
12564414	Cntr Ship PA120
8866712	Primer Percussion No. 215 (M918 & M385A1)
8866714	Projectile Assembly, M385A1
9399374	Projectile Assembly, M918
MIL-P-60989	Propellant, M2

=====  
End Item Component Listing:M385A1

<u>Drawing Number</u>	<u>Nomenclature</u>
12597686	O-Ring
8886327	Cartridge Case Assy M169
8866714	Projectile Assy, M385A1
9206911	Cup, Closing
MIL-P-60989	Propellant, M2
8886329	Case, Cartridge M169
8886332	Base Plug
8866712	Primer Percussion No. 215

## Name of Offeror or Contractor:

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End Item Component Listing:M992

<u>Drawing Number</u>	<u>Nomenclature</u>
9207988	Ctg Case Loading Assy M195
8844611	Base Plug
MIL-P-50206	M9 Propellant
8799925	Primer Percussion Assy, M42
12977246	Projectile Assy M992
12977244	Ogive
9243900	Body
9243885	Delay Assy
9243906	Parachute Assy
12977245	Illum Assy
8844612	Powder Charge Cup
9207989	Case Ctg 40mm M195
9243894	O-Ring

=====  
End Item Component Listing:M585

<u>Drawing Number</u>	<u>Nomenclature</u>
9207988	Ctg Case Loading Assy M195
MIL-P-50206	M9 Propellant
9207989	Case Ctg 40mm M195
8844611	Base Plug
9207991	Projectile Assy M585
9243894	O-Ring
MIL-P-223	Black Powder CL 5
9243895	Ogive
9243900	Body
9212688	White Star Pellet Assy
8797958	Washer Disc Assy
9243885	Delay Assy
8844610	Case Ctg 40mm M118
9235729	Primer Percussion Assy #100

=====  
End Item Component Listing:M661

<u>Drawing Number</u>	<u>Nomenclature</u>
9317510	Projectile Assy
9243906	Parachute Assy
9243885	Delay Assy
9282351	Illum Assy
9207988	Ctg Case Loading Assy M195
9317511	Ogive
MIL-P-50206	M9 Propellant
8844611	Base Plug

=====  
End Item Component Listing:M662

<u>Drawing Number</u>	<u>Nomenclature</u>
9243894	O-Ring
9252411	Projectile Assy
9207988	Ctg Case Loading Assy
9243885	Delay Assy
9243906	Parachute Assy
9252412	Illum Loading Assy Red

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 56 of 144**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

MIL-P-50206 M9 Propellant  
9251920 Ogive

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(d) The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.

M430A1

Drawing Number from paragraph (c) above, 9287861 (Fuze PIBD M549A1 Less Spitback), components as follows:

Component  
Drawing Number            Nomenclature  
9287890                      Plate Bottom  
MS29513-214                      O-Ring  
9287887                      Ogive Assy  
9287866                      Escapement Assy

Drawing Number from paragraph (c) above, 9287866 (Escapement Assy), components as follows:

Component  
Drawing Number            Nomenclature  
9287867                      Housing, Escapement  
9287868                      Shaft, Rotor  
9287882                      Pin, Setback  
9287883                      Spring, Setback  
MS21318-2                      Screw, Drive

Drawing Number from paragraph (c) above, 9287866 (Escapement Assy), components as follows:

Component  
Drawing Number            Nomenclature  
9287881                      Spring, Anti-Creep  
9287884                      Top Plate Assy  
9287885                      Plate, Top  
9287886                      Pin, Firing  
9205410                      Rotor and Gear Assy

Drawing Number from paragraph (c) above, 9287866 (Escapement Assy), components as follows:

Component  
Drawing Number            Nomenclature  
9205411                      Gear, Sector  
9205412                      Rotor  
8857254                      Detonator, Stab, M59  
9287869                      Safety Spring Assy  
9287871                      Weight, Safety

Drawing Number from paragraph (c) above, 9287866 (Escapement Assy), components as follows:

Component  
Drawing Number            Nomenclature  
9287870                      Spring, Safety  
9287877                      Verge Assy  
9287879                      Weight, Verge  
9287878                      Verge  
9287880                      Arbor, Verge

Drawing Number from paragraph (c) above, 9287866 (Escapement Assy), components as follows:

Component  
Drawing Number            Nomenclature  
9287872                      Pinion Assy  
9287873                      Pinion  
8886370                      Starwheel

**Name of Offeror or Contractor:**

Drawing Number from paragraph (c) above, 12926814 (Body Loading Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9295652	Cap
MIL-E-14970	Comp A-5
12926813	Liner
9287854	Body Assy
9287855	Body

Drawing Number from paragraph (c) above, 12926814 (Body Loading Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8886402	Band

M433

Drawing Number from paragraph (c) above, 8844609 (Ctg Case Loading Assembly M118), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8844612	Powder Charge Cup
MIL-P-50206	Propellant M9 Flake
8844610	Case Ctg 40mm M118
9235729	Primer Percussion Assy #100
8844611	Plug, Base

Drawing Number from paragraph (c) above, 8886372 (Projectile Assembly 40mm HEDP M433), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8886374	Cup and Liner Loading Assy M118
8886360	Fuze PIBD M550 Less Spitback
MIL-E-14970	Comp A-5
8886375	Cup & Skirt Assembly

Drawing Number from paragraph (c) above, 8886374 (Cup and Liner Loading Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-R-398	RDX
9295652	Cap
9276544	Liner
8886340	Ring, Retainer
8886375	Cup & Skirt Assy

Drawing Number from paragraph (c) above, 8886360 (Fuze PIBD M550 Less Spitback), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8883760	Actuator
9266693	Centerplate
8886357	Escapement Assy
8884598	Firing Pin
8864603	Firing Pin Spring

Drawing Number from paragraph (c) above, 8886360 (Fuze PIBD M550 Less Spitback), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8886356	Fuze Body
8864599	Hammerweight Assy
XXXXXXX	Hammerweight Pin

**Name of Offeror or Contractor:**

8864604 Hammerweight Spring  
8798331 M55 Detonator

Drawing Number from paragraph (c) above, 8886360 (Fuze PIBD M550 Less Spitback), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9276672	O-Ring
8886350	Ogive

Drawing Number from paragraph (c) above, 8886357 (M550 Escapement Assy), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8886358	Housing, Escapement
8886359	Plate, Top
9219876	Shaft, Rotor
9276568	Pin, Setback
9276673	Spring, Setback

Drawing Number from paragraph (c) above, 8886357 (M550 Escapement Assy), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
8886361	Detent
8886362	Spring, Detent
8886365	Verge Assy
8886367	Arbor, Verge
8886366	Verge

Drawing Number from paragraph (c) above, 8886357 (M550 Escapement Assy), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9219874	Bushing
8886368	Pinion Assy
8886369	Pinion
8886370	Starwheel
8886363	Rotor Assy

Drawing Number from paragraph (c) above, 8886357 (M550 Escapement Assy), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9219871	Rotor and Gear Assy
9219872	Sector Gear
9219873	Rotor
8798331	Detonator, Stab, M55

Drawing Number from paragraph (c) above, 8798331 (Detonator, Stab, M55), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
7548654	Primer Mix Nol #130
8798332	Cup, Detonator
8798333	Disc, Closing
7549215	Chg Intermediate
MIL-P-48395	Chg Lower

Drawing Number from paragraph (c) above, 8798331 (Detonator, Stab, M55), components as follows:

## Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-DTL-117	Bar, Barrier
9258184	Box, Pkg Wood

Name of Offeror or Contractor:

9258182 Box Set-Up Inr
9258183 Box Set-Up Otr
MIL-P-15011 Pallet 4-Way

Drawing Number from paragraph (c) above, 8798331 (Detonator, Stab, M55), components as follows:

Component

Drawing Number Nomenclature
MIL-L-10287 Lacquer, Green

M583A1

Drawing Number from paragraph (c) above 9207988 (Ctg Case Loading Assy), components as follows:

Component

Drawing Number Nomenclature
MIL-P-50206 Propellant M9 Flake
8844612 Powder Charge Cup
9207989 Case, Ctg, M195
8844611 Plug, Base
9235729 Primer Percussion Assy M42

Drawing Number from paragraph (c) above 9243909 (Projectile Assy), components as follows:

Component

Drawing Number Nomenclature
9243882 Ogive
9243900 Body
9243885 Delay Assembly
9243906 Parachute Assembly
9244310 Illuminate Assembly

Drawing Number from paragraph (c) above 9243909 (Projectile Assy), components as follows:

Component

Drawing Number Nomenclature
9243892 Spacer
9243894 O-ring
MS171434 Pin, Spring

Drawing Number from paragraph (c) above 9243885 (Delay Assy), components as follows:

Component

Drawing Number Nomenclature
9212692 Delay Composition
9206942 IGN Composition
9243886 Carrier Delay

Drawing Number from paragraph (c) above 9244310 (Illum Assy), components as follows:

Component

Drawing Number Nomenclature
9243907 Plug Anchor
9244311 Tube
9244312 Illuminate Composition
9244313 IGN Composition
MIL-P-223 Black Powder

M918

Drawing Number from paragraph (c) above 9399374, components as follows:

Component

Name of Offeror or Contractor:

<u>Drawing Number</u>	<u>Nomenclature</u>
9399402	Body Assy
9399382	Body Insert
9399407	Capsule Assy
8886357	Esc Assy
9399390	Ogive Assy

MIXED BELT

Drawing Number from paragraph (c) above 8866712, components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
8886402	Blank, Band
8866715	Body

Drawing Number from paragraph (c) above 9399374, components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
9399402	Body Assy
9399382	Body Insert
9399407	Capsule Assy
8886357	Esc Assy
9399390	Ogive

M385A1

Drawing Number from paragraph (c) above 8866712, components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
8886402	Blank, Band
8866715	Body

M992

Drawing Number from paragraph (c) above 9243885 (Delay Assy), components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
9206942	Ign Comp Mix
9212692	Delay Comp
9243886	Delay Carrier

Drawing Number from paragraph (c) above 12977245 (Illum Assy), components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
9243907	Plug Anchor
9244311	Tube
9244315	Liner Comp
12977245	Illum Comp

Drawing Number from paragraph (c) above 12977245 (Illum Comp), components as follows:

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-223	Black Powder
DLQ-152	Covert Comp
9244313	Ign Comp
12977245	Fireclay Comp

**Name of Offeror or Contractor:**

Drawing Number from paragraph (c) above 12977246 (Projectile Assy M922), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243894	O-Ring
12977244	Ogive
MS171434	Pin, Spring
9243900	Body
9243892	Spacer

Drawing Number from paragraph (c) above 12977246 (Projectile Assy M922), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243885	Delay Assy
9243906	Para Assy
12977245	Illum Assy

=====

M585

Drawing Number from paragraph (c) above 9212688 (White Star Pellet Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243908	Illum Comp
9206943	First Fire Ign Mix
9212688	Quickmatch
MIL-P-223	Black Powder

Drawing Number from paragraph (c) above 9243885 (Delay Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9212692	Delay Comp
9206942	Ign Comp Mix
9243886	Carrier, Delay

Drawing Number from paragraph (c) above 9207991 (Projectile Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9207997	Spacer Fleet
9243894	O-Ring
MIL-P-223	Black Powder CL 5
9243895	Ogive
9243900	Body

Drawing Number from paragraph (c) above 9207991 (Projectile Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9212588	White Star Pellet Assy
8797958	Washer Disc Assy
9243885	Delay Assy

Drawing Number from paragraph (c) above 9212688 (White Star Pellet Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243908	Illum Comp
9206943	First Fire Ign Mix
9212688	Quickmatch
MIL-P-223	Black Powder

Name of Offeror or Contractor:

9212688 Cotton Wick

M661

Drawing Number from paragraph (c) above 9243885 (Delay Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9212692	Delay Comp
9206942	Ign Comp
9243886	Delay Carrier

Drawing Number from paragraph (c) above 9282351 (Illum Loading Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-223	Black Powder
9252395	First Fire Comp
9252407	Illum Comp Grn
9244311	Tube
9243907	Anchor Plug

Drawing Number from paragraph (c) above 9207988 (Ctg Case Loading Assy M195), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-50206	M9 Propellant
9207989	Case Ctg 40mm M195
8844611	Base Plug
9235729	Primer Percussion Assy #100
8844612	Powder Charge Cup

Drawing Number from paragraph (c) above 9317510 (Projectile Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243900	Body
9243892	Spacer
9243894	O-Ring
MS171434	Pin Spring
9317511	Ogive

Drawing Number from paragraph (c) above 9317510 (Projectile Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243906	Parachute Assy
9243885	Delay Assy
9282351	Illum Loading Assy

M662

Drawing Number from paragraph (c) above 9252411 (Projectile Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9251920	Ogive
9243885	Delay Assy
9243906	Parachute Assy
9252412	Illum Loading Assy
9243900	Body

Drawing Number from paragraph (c) above 9252411 (Projectile Assy), components as follows:

Name of Offeror or Contractor:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9243892	Spacer
9243894	O-Ring
MS9047-005	Pin Spring

Drawing Number from paragraph (c) above 9243885 (Delay Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
9212692	Delay Comp
9206942	Ign Comp
9243886	Carrier Delay

Drawing Number from paragraph (c) above 9252412 (Illum Loading Assy), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-223	Black Powder
9252408	Illum Comp Red
MIL-P-48240	Pyro 1st Fire Comp Ylw
9243907	Anchor Plug
9244311	Tube

Drawing Number from paragraph (c) above 9207988 (Ctg Case Loading Assy M195), components as follows:

Component

<u>Drawing Number</u>	<u>Nomenclature</u>
MIL-P-50206	M9 Propellant
9235729	Primer Percussion Assy #100
8844611	Base Plug
8844612	Powder Charge Cup
9207989	Case Ctg 195

(e) When required by the technical data package, all component lot numbers shall be in accordance with MIL-STD-1168 lot number convention. When not required by technical data package, component lot number may be constructed through producer lot number convention.

(f) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (d) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.

(g) All component RFV/ECPs shall be listed on the ADC for the deliverable item, as well as on the component ADC, when that component is identified in paragraph (d) above. The WARP user's manual provides information on the level of detail required.

(h) A sample ADC shall be developed and submitted to the WARP system 30 days prior to First Article testing or 30 days prior to production in the event a first article is not required. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

(End of clause)

(ES6200)

E-6 52.246-4550 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT LOCAL (ACC-RI)

FEB/2010

(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:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-13-R-0078	<b>Page</b> 64 <b>of</b> 144 <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

- (X) ISO 9001-2008; only design/development exclusions permitted
- ( ) ISO 9001-2008; no exclusions permitted

or an alternate 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)

E-7            52.246-4553            CRITICAL CHARACTERISTICS (SIX SIGMA)            MAY/2010  
(ACC-RI)

(a) The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical characteristics (see paragraphs d & e). The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423 and DI-MGMT-80004. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at <http://www.pica.army.mil/PicatinnnyPublic/organizations/ardec/orgchart/quality.html>

(b) The contractor shall assure its critical processes are robust in design, capable and under control, with the objective of not generating any critical non-conformances. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its critical processes to prevent generating critical non-conformances as identified in the CCC Plan.

(c) An inspection and verification system shall be employed that will verify the robustness of all critical processes. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its inspection and verification system to detect and prevent critical non-conformance escapes as identified in the CCC Plan. The Government expects that a contractor will allow zero critical escapes. To demonstrate its critical escape risk the contractor will utilize the non-conformance escape risk goal provided below.

(1) Unless otherwise specified immediately below, the calculated critical non-conformance escape risk is 1 in a million (.000001) items delivered. Or:

Alternate calculated Critical Non-conformance Escape risk: N/A

Unless otherwise approved by the PCO, the non-conformance escape risk is the sum of the individual characteristic escape rates. The probability of escape for a single characteristic shall be calculated by multiplying the non-conformance rate(s) entering the inspection system(s) by the error rate of the inspection system(s). These escape rates are then summed and shall not exceed the tolerable critical non-conformance escape risk.

(2) Within 45 days after award, the contractor can elect to submit a phased-in approach on how the non-conformance escape risk will be achieved over a period of time not to exceed 180 days from the date of first article approval, or from initiation of production when first article is not required. Submission will require approval by the Government and is subject to a technical review and analysis. Allowance for a phased-in approach will then become a part of the contract. Disapproval of the contractors submission does not relieve the contractor of its obligation to comply with the terms of this clause.

(3) Based on the maximum error rate defined for the inspection system, the contractor shall develop a test procedure to demonstrate the error rate. As part of the test plan the contractor shall include sufficient test quantities to assure 90% statistical confidence in the resultant rates unless otherwise approved by the PCO. Once established, the contractor shall have a documented schedule to routinely monitor the non-conformance and inspection system error rates to assure they do not exceed the maximum rates allotted.

(d) As a result of previous practices, the governments technical data may refer to Critical I, Critical II, and Special characteristics. The use of the term "critical characteristics" within this clause includes Critical I, Critical II and Special characteristics and the use of the term "critical nonconformances" includes those nonconformances pertaining to Critical I, Critical II and Special characteristics. Unless otherwise stated in Section C, these characteristics shall be subject to all requirements of this clause.

(e) In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in its contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely 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 Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 65 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

guidance located at <http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.html> and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

(f) In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:

(1) The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

(2) The operation that produced the non-conforming component or assembly and any other operations incorporating suspect components or assemblies are immediately stopped. (See para h. for exceptions)

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail)(DI-SAFT-80970A).

(4) Any suspect material is identified, segregated and suspended from any further processing and shipment.

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. 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 as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

(7) The procuring activity reserves the right to refuse acceptance of any suspect material until the root cause or reasonably likely cause of the critical non-conformance has been identified, corrective action has been fully implemented and sufficient evidence has been provided to exclude non-conforming material from the conforming population.

(g) The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 and DI-MGMT-80004 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this clause.

(h) The contractor may continue production with an approved CPOA provided that the critical non-conformance is consistent with the failure mode(s) and rates established in the CPOA. Failure to meet all CPOA requirements will require the contractor to revert back to paragraph f requirements.

(i) If a critical non-conformance is discovered beyond its designated inspection point and prior to Government acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after Government acceptance the Government has the right to invoke the requirements of paragraph f with respect to the contractors remaining production under this contract.

(End of clause)

(ES6550)

E-8 52.245-4545 MIL-STD-1916  
(ACC-RI)

OCT/2000

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

(End of clause)

(ES7650)

**Name of Offeror or Contractor:**

E-9 52.246-4506 STATISTICAL PROCESS CONTROL (SPC)  
(ACC-RI)

MAR/2006

## Part I General Statistical Process Control Requirements

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

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

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

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

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

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

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

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

(l) Not used.

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

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

**Part II Detailed requirements pertaining to plan submittal**

In accordance with DI-MGMT-80004 and Part I of this clause, 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;

**Name of Offeror or Contractor:**

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 are 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 a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability ( $C_p$ ) shall be determined. Process performance index shall be greater than or equal to 1.33 ( $C_{pk}$ ). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 ( $C_{pk}$ ).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent ( $C_{pk}=1.33$ ).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. ( $C_{pk}$  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.

**Name of Offeror or Contractor:****2.0 Detailed Plan:**

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

**2.1 Control of Process/Operation Parameters or Characteristics:**

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

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

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

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

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

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

(End of clause)

(ES7034)

E-10            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL  
(ACC-RI)

FEB/2010

(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.

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

(End of clause)

(ES7012)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 70 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

E-11            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT            FEB/2010  
 (ACC-RI)

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with NCSL Z540.3 or ISO 10012:2003.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design 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 design 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 performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-12            52.246-4532            DESTRUCTIVE TESTING            MAY/1994  
 (ACC-RI)

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

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

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

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

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting 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)

E-13            52.246-4538            MIL-STD-1171A, ACCEPTANCE AND DESCRIPTION SHEETS (FOR PROPELLANTS AND            SEP/2010  
 (ACC-RI)            EXPLOSIVES)

**Name of Offeror or Contractor:**

(a) The contractor shall prepare Acceptance and Description Sheets in accordance with MIL-STD-1171A as reinstated by Notice 2 when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (WARP) shall be utilized to store the data sheets required by MIL-STD-1171A. The Munitions History Program (MHP) network located at <https://mhp.redstone.army.mil/> must be used to gain access to WARP.

(b) The requirements of MIL-STD 1171A as reinstated by Notice 2 specified in the CDRL is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Acceptance and Description Sheet module located in the WARP system.

(d) The presence of the contractors typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.

(End of clause)

ES7035

## ACCEPTANCE INSPECTION EQUIPMENT (AIE) CLAUSE

a. The contractor shall use a calibration system, with traceability to a national or international standard.

\*\*\* END OF NARRATIVE E0001 \*\*\*

With the exception of the High Velocity Mann Barrel (HVMB) as identified in Section E, clause 52.245-4540, "Government Furnished Test Support Equipment," the Government will NOT provide weapons in support of this procurement. Accordingly, the contractor shall procure and maintain the MK19 Machine Guns and M203 Grenade Launchers to support testing as required by the contract in accordance with the following:

MK 19 Mod 3 Machine Gun -  
TDPL 12997550:19200

- Weapon shall be certified by the weapon manufacturer to meet the government TDP requirements. A COC for the MK19 and any spare parts utilized shall be submitted to verify conformance with TDPL 12997550:19200. The COC shall be provided stating the TDP and Date and include any RFV that may apply.
- These COCs shall be provided for approval prior to using the weapons or spare parts, and are required in order to obtain AIE approval prior to conducting any cartridge First Article Tests.
- Maintenance shall be performed in accordance with the MK19, OPERATOR'S MANUAL 9-1010-230-10 and MAINTENANCE MANUAL TM 9-1010-230-23&P. Parts and materials (lubes, cleaners, etc) shall be in accordance with these manuals. Updates to the manuals will only be provided upon written request to the PCO.
- Inspection and calibration of all weapons and components shall be performed yearly to ensure continued compliance with the MK19 OPERATORS MANUAL 9-1010-230-10 and MAINTENANCE MANUAL TM 9-1010-230-23&P.
- MK 19 Barrel maximum round count - 8,000 rounds. The contractor shall provide proof and documentation along with a request to the PCO if the contractor wishes to exceed 8,000 rounds per barrel.

M203 Grenade Launcher -  
TDPL 12999553:19200

- Weapon shall be certified by the weapon manufacturer to meet the government TDP requirements. A COC for the M203 Grenade launcher and any spare parts utilized shall be submitted to verify conformance with TDPL 12999553:19200. The COC shall be provided stating the TDP and Date and include any RFV that may apply.
- These COCs shall be provided for approval prior to using the weapons or spare parts, and are required in order to obtain AIE approval prior to conducting any cartridge First Article Tests.
- Maintenance shall be performed in accordance with the M203 OPERATOR'S MANUAL 9-1010-221-10 and MAINTENANCE MANUAL 9-1010-221-23&P. Parts and materials (lubes, cleaners, etc.) shall be in accordance with these manuals. Updates to the manuals will only be provided upon written request to the PCO.
- Inspection and calibration of all weapons and components shall be performed yearly to ensure continued compliance with the M203 OPERATOR'S MANUAL 9-1010-221-10 and MAINTENANCE MANUAL 9-1010-221-23&P.
- M203 Barrel maximum round count - 1,000 rounds. The contractor shall provide proof and documentation along with a request to the PCO if the contractor wishes to exceed 1,000 rounds per barrel.

**Name of Offeror or Contractor:**

\*\*\* END OF NARRATIVE E0002 \*\*\*

## First Article Test (Contractor Testing) - Supplemental Information:

First Article Test (FAT) IS REQUIRED for ALL 40mm family items as called out in the respective TDPLs. FATs are NOT anticipated to be waived for any 40mm components. No producer should assume to be "qualified" or "approved" by the Government. Subsequent to contract award resulting from the immediate solicitation, the contractor may submit a request for FAT waiver to the PCO for approval. Request shall include the prior contract number, respective specification, verification that the applicable component has not been out of production in excess of ninety (90) days.

## Acceptance Inspection Equipment - Supplemental Information:

Acceptance Inspection Equipment (inclusive of automated acceptance inspection equipment) is required for all items as called out in the respective TDPLs. AIE (inclusive of AAIE) is NOT anticipated to be rolled over for any previous producer (at the contractor or subcontractor level) of 40mm components. No producer should assume to be "qualified" or "approved" by the Government. Subsequent to contract award resulting from the immediate solicitation, the contractor may submit a request to roll over AIE (inclusive of AAIE) to the PCO for approval. Request shall include prior contract number, the previously approved AIE (AAIE) documentation, and Contracting Officer's letter of approval with applicable enclosed Evaluation of Acceptance Inspection Equipment Designs (EAIED).

## Summary Matrix:

The contract requirements (AIE, SPC, FAT, CPOA) are identified in the Summary Matrix included at Exhibit P. NOTE: This is NOT to serve as a comprehensive list and in no way alleviates the contractors requirements of complying with the TDP. Stated Summary Matrix shall be used as a tracking tool for contractual approvals and shall be made available upon the Government's request, in addition to being provided with the contractors notification to conduct FAT and FAT Plan.

## First Article Notification:

In accordance with FAR 52.209-4512(d), "First Article Test (Contracting Testing)", the contractor shall provide to the PCO at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Accompanied with the notification, the contractor shall provide:

- The First Article Test (FAT) Plan in accordance with the distribution requirements identified within FAR 52.209-3 "First Article Approval - Contractor Testing". The FAT Plan shall address the contractor's proposed approach to conducting all testing as required by the TDP, to include minor and unlisted characteristics.
- Completed Summary Matrix (Exhibit P) for the corresponding component.

## Critical Characteristics (Six Sigma) Clause:

Herein is provided as clarification to the referenced clause relative to the terms "generate" and "Critical Non-Conformance Escape".

## Paragraph (b) 'Generate':

The manufacturing process has 'generated' a Critical Defect whenever a Critical Defect is discovered, regardless of where in the manufacturing process it is discovered.

## Paragraph (c) 'Critical Non-Conformance Escape':

A 'Critical Non-Conformance Escape' has occurred any time a Critical Non-Conformance is discovered at any point in the manufacturing process after the designated inspection point for that defect, regardless of whether or not the defective unit has physically left the manufacturing facility.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 73 of 144**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

\*\*\* END OF NARRATIVE E0003 \*\*\*

DRAFT

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 74 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-61	F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-9	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-10	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

"Government's unit acquisition cost" means

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 75 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

Government at the time of delivery; and

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

**Name of Offeror or Contractor:**


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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

**Name of Offeror or Contractor:**

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

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

(2) Unique item identifier of the embedded subassembly, component, or part.

**Name of Offeror or Contractor:**

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

\*\* Once per item.

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

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

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

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

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

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

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

(End of clause)

F-11 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS  
(ACC-RI)

FEB/2010

(a) Supplies procured or furnished under this contract/subcontract, which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Hazard Class 1 Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitive category or explosive class identified under DOD 5100.76-M and DOD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

DOT Hazard Classes:

M430A1	1.1E
M433	1.1E
M583A1	1.4G
M781	1.4S
M918	1.4C
Mixed Belt	1.4C
M385A1	1.4C
M992	1.2G
M585	1.4G

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 79 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

M661 1.4G  
M662 1.4G

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of Clause)

(FS6115)

F-12 52.247-4531 COGNIZANT TRANSPORTATION OFFICER SEP/2007  
(ACC-RI)

(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 Shipping Documentation/Instructions (Government Bill(s) of Lading/Export or FMS Shipment), 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)

F-13 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988  
(ACC-RI)

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of clause)

(FS7405)

F-14 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996  
(ACC-RI)

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center and School (USADAC) approved drawings

**Name of Offeror or Contractor:**

contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 81 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s):

COMBO - which includes an invoice and receiving report

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer:

Inspection and acceptance is at source

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	To Be Determined
Issue By DoDAAC	W52P1J
Admin DoDAAC	W52P1J
Inspect By DoDAAC	To Be Determined
Ship To Code	To Be Determined
Ship From Code	To Be Determined
Mark For Code	To Be Determined
Service Approver (DoDAAC)	To Be Determined
Service Acceptor (DoDAAC)	To Be Determined
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	To Be Determined
Other DoDAAC(s)	Not Applicable

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 82 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email addresses identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(To be provided upon contract award)

(g) WAWF point of contact.

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

cco-ec-army-wawf-helpdesk@dfas.mil

(2) For technical WAWF help contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2	52.232-4501 (ACC-RI)	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008
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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <http://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- 1) Progress Payment (For use under contractually authorized Progress Payments)
- 2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- 3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- 4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 83 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code\* \_\_\_\_\_

Pay DoDAAC (Department of Defense Activity Address Code)\*:

Issue DoDAAC: W52P1J

Admin DoDAAC\*:

Inspect by DoDAAC\*:

Contracting Officer\*

Ship to Code\*: (Not Required for Services)

\*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form 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 that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number  
Delivery Order number (if applicable)  
Shipment Number  
Invoice Number  
Item Number (CLIN Number from contract)  
Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 84 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.225-4503 (ACC-RI)	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS	FEB/1993

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

(c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

- Explosives - Comp A4 and CH-5

- Load, Assembly and Pack (LAP). Iowa Army Ammunition Plant (IAAAP), Middletown, Iowa, shall be utilized for LAP of High Velocity (HV) cartridges for the quantity up to and including 250,000 per month, provided the funding and requirements exist. Any HV cartridge LAP needed above the stated minimum may be obtained from IAAAP or from other sources within the United States or Canada. LAP of Low Velocity (LV) cartridges shall be obtained from sources within the United State or Canada.

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

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

(e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of clause)

(HS6306)

H-3	52.242-4558 (ACC-RI)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996
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(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Procurement Office (PCO)	Army Contracting Command - Rock Island (ACC-RI) ATTN: CCRC-AL, PCO for 40MM Rock Island, IL 61299-8000	1
Administration Office (ACO)	See award document	3
Production	HQ, Joint Munitions Command (JMC) ATTN: AMSJM-CDG Rock Island, IL 61299	1

(End of clause)

(HS6026)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 85 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

H-4 52.242-4561 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996  
(ACC-RI) REPORTS - AMMO (NAVY SPECIAL) DELAYS IN DELIVERY

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office: See Award Document
2. Administration Office: See Award Document
3. Production Manager: HQ, Joint Munitions Command (JMC)  
ATTN: AMSJM-CDG  
Rock Island, IL 61299
4. Additional Distribution (As Indicated):
  - ( ) a. Officer in Charge  
Naval Ordnance Center  
Attn: 8521  
Inventory Management and Systems Division  
5450 Carlisle Pike  
P.O. Box 2011  
Mechanicsburg, PA 17055-0735
  - ( ) b. Commander  
Naval Air Warfare Center Weapons Division, Point Mugu  
Attn: P2557  
Point Mugu, CA 93042-5001
  - ( ) c. Commander  
Attn: PM4  
Naval Surface Warfare Center Division  
300 Highway 361  
Crane, IN 47522-5001
  - ( ) d. Commander  
Naval Special Warfare Command  
Attn: N43  
2000 Trident Way  
San Diego, CA 92155-5599

(End of clause)

(HS6029)

H-5 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994  
(ACC-RI)  
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed below for use in the performance of this contract.

Government Furnished Material (GFM)

M385A1 Projectile Assembly, NSN 1310-01-075-0613

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 86 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

M918 Projectile Assembly, NSN 1310-01-313-0336  
Calibration/Reference Rounds, NSN 1310-01-624-2826 or 1310-01-572-0689 (M385A1), or 1310-01-572-0693 (M918)

(b) The GFM shall be delivered no later than thirty (30) days prior to the contractor's required delivery schedule.

(c) If the GFM is not received in accordance with the schedule set forth above, the Contractor shall immediately notify the Contracting Officer in writing. If the GFM is to be sent to a location other than the directed LAP facility, notification should be provided within ten (10) days of award of the requiring respective cartridges.

(e) The quantity of GFM which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-6 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995  
(ACC-RI)

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 electronic copies to:

1. Purchasing Office
2. Production Management
3. Send additional copies to TBD in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-7 52.203-4501 OPERATIONS SECURITY (OPSEC) REQUIREMENTS JAN/2011  
(ACC-RI)

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423/DI-MGMT-80934C within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

**Name of Offeror or Contractor:**

5. The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.

6. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.

7. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

8. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

(End of Clause)

HS7001

H-8            52.223-4556            DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING            JUN/1999  
(ACC-RI)            CONTRACT COMPLETION OR TERMINATION

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-9            52.242-4591            CONTRACTOR PERFORMANCE INFORMATION            DEC/2005  
(ACC-RI)

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely

**Name of Offeror or Contractor:**

manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-10            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
(ACC-RI)

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)

**CONSIDERATION FOR REVISED DELIVERY SCHEDULES**

Pursuant to FAR 52.249-8 "Default (Fixed-Price Supply and Service)" as contained within this contract, unexcused failure to deliver supplies within the time specified in this contract or any extension constitutes default. In the event of contractor default, or anticipatory default, with respect to delivery schedules, the Government may, at the PCO's discretion, revise the delivery schedule and, as a result, seek consideration from the contractor for the change.

\*\*\* END OF NARRATIVE H0002 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 89 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-27	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-29	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-33	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-39	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-41	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 90 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	MAY/2014
I-48	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-49	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	JUL/2013
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-52	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-53	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-54	52.233-1	DISPUTES	MAY/2014
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-60	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-61	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2014
I-62	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-63	52.245-9	USE AND CHARGES	APR/2012
I-64	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-65	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-66	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-67	52.248-1	VALUE ENGINEERING	OCT/2010
I-68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-73	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-74	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-77	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-78	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-79	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-80	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-81	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-82	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) -- ALTERNATE I (DEC 1991)	DEC/1991
I-83	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-84	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-85	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-86	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-87	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-88	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-89	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-90	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-91	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-92	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-93	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-94	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-95	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-96	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-97	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-98	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 91 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

## Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-99	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-100	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-101	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-102	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-103	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-104	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-105	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-106	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-107	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-108	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-110	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-113	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-114	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-115	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-116	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-117	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-118	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-119	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-120	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-121	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	SEP/1989

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

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

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

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

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

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

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

(1) progress payments, or

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-13-R-0078	<b>Page 92 of 144</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

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

\* In accordance with applicable specification as identified in clause 52.209-4512, "First Article Test - Contractor Testing".

\*\* As identified in the contract schedule, Section B.

\*\*\* A copy of ALL First Article Test Reports (FATR) shall be provided to the following:

(1) Army Contracting Command - Rock Island (ACC-RI)  
ATTN: CCRC-AL, PCO of 40mm  
3055 Rodman Avenue  
Rock Island, IL 61299-8000

(2) HQ, Joint Munitions Command (JMC)  
ATTN: AMSJM-QAP (JMC QAP)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

(3) Commander, U.S. Army ARDEC  
ATTN: RDAR-MEM-J(METC)  
Bldg 65 North  
Picatinny Arsenal, NJ 07806

(4) Commander, U.S. Army ARDEC  
ATTN: RDAR-EIQ-MF (QESA)  
Bldg 62 North  
Picatinny Arsenal, NJ 07806

A copy of the FATR for the M430A1, M433, M583A1, M781, M661 and M662 cartridges should ALSO be provided to:

Expeditionary Systems Evaluation Division  
Code JXPMM, Bldg 103  
700 Ammunition Road  
Fallbrook, CA 92028-3187  
E-mail: Flbk\_mcpdqa@navy.mil

A copy of the FATR for the M430A1, M433, M583A1, M781, M918, M385A1, M992, M585, M661 and M662 cartridges should ALSO be provided to:

Commander  
Naval Surface Warfare Center Crane Division  
Code JXMR, Bldg 3373  
300 Highway 361  
Crane, IN 47522-5001

(End of Clause)

I-122            52.217-6            OPTION FOR INCREASED QUANTITY            MAR/1989  
(a) Exercising Options:

(1) The Government reserves the right to increase the quantity of any or all items by a quantity of up to and including the maximum quantity found in the Pricing Matrix (Exhibit M) as an evaluated option at the price(s) found in the Pricing Matrix (Exhibit M).

NOTE: Applicable Pricing Matrix will be incorporated as an exhibit to the contract.

(2) The Contracting Officer may unilaterally exercise the evaluated option at any time, by giving written notice to the Contractor thirty (30) days prior to exercising each option, within each option validity period. Validity periods are defined as follows:

Option Period One\*: FY15 (date of award - 30 Sep 15)  
Option Period Two: FY16 (1 Oct 15 - 30 Sep 16)  
Option Period Three: FY17 (1 Oct 16 - 30 Sep 17)

**Name of Offeror or Contractor:**

Option Period Four: FY18 (1 Oct 17 - 30 Sep 18)

Option Period Five: FY19 (1 Oct 18 - 30 Sep 19)

(\*Option Period 1 will immediately commence subsequent to award of the basic quantity.)

The Government foresees exercising each of the five (5) options in the corresponding option periods identified in the solicitation. That is, the Government contemplates procuring Option Quantity One during Option Period One (FY15). However, Offeror is advised that circumstances may require award and/or delivery of more than one option quantity during either the base or any option period. Therefore, the Government reserves the right to award more than one option quantity and/or require the delivery of one or more option quantities during the base or any option period. In addition, unused option quantities from previous option periods or succeeding option periods may be exercised in the immediate option period, at the immediate option period price.

(3) After initial option award, the option will be exercised at the price range for the then-current fiscal year, to include any previously exercised option quantity for that option period, plus the new requirement quantity (aggregate). Any previously awarded option quantities will NOT be price-adjusted retrospectively. In the event the Government exercises the right for an option which exceeds the maximum option quantity for that period, the contractor shall be entitled to an equitable adjustment, if substantiated. Notification of such should be provided to the Contracting Officer subsequent to notification of the Government's intent to exercise the option and prior to award. In the exceptional instance that notification cannot be made until after the option is exercised, the Government reserves the right to deobligate the affected CLINs at its discretion.

(4) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions, and may exercise any portions of any options at the time of award. NOTE: Exercising an evaluated option is ALWAYS at the Government's discretion. No guarantee with regard to exercise of option quantities is explicitly, or implicitly, implied.

(5) Should the Government proceed with award of two contracts under this solicitation, the Government's intent would be to continue the basic contract award split of 60%/40% of available quantity to the respective contracts for each follow-on option period. However, either, or both awarded contracts could receive award of any cartridges as an option quantity in any percentage split from 0% to 100% if determined to be in the best interest of the Government, price and other factors considered. Should the Government proceed with a single contract award as a result of this solicitation, the Government's intent would be to award 100% of available quantity to that contract if determined to be in the best interest of the Government.

(b) Option Pricing:

(1) Offered unit prices for the base and option quantities will be submitted on a Pricing Matrix in Excel format, included as Exhibit M. Contractor's Pricing Matrix will become an attachment to the contract.

(2) Option quantities will be awarded at the price range that includes any previously awarded quantity within that option period plus the new requirement (aggregate).

(3) Proposed option prices may be adjusted in accordance with Section I clause, Economic Price Adjustment (Steel, Aluminum, and Zinc). Economic price adjustment (EPA) is not applicable to any option quantity awarded at the time of the initial contract award or exercised within FY15. The Government reserves the right to unilaterally exercise options in the event an EPA is not requested pursuant to the EPA clause found in Section I (Narrative I001).

**\*\*NOTE: ESTIMATED QUANTITIES FOR ALL OUT YEARS ARE NOT GUARANTEED AND ARE UNFUNDED UNTIL AWARDED.**

(c) Option Deliveries:

(1) The Government will make the decision, at time of an option award, whether a First Article Test (FAT) is required.

(2) If award is made WITHOUT FAT, delivery of the items added by exercise of this option shall begin six (6) months from the date of option award, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(3) If award is made WITH FAT, delivery of FAT will be required six (6) months after exercise of the option, and delivery of the items added by exercise of this option shall begin nine (9) months from the date of option award, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(4) Delivery of quantities added by the exercise of option(s) shall be consecutive with any existing production of like item(s) and at a rate so as to complete deliveries within a TWELVE (12) MONTH performance period.

(End of Clause)

**Name of Offeror or Contractor:**

I-123 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR

MAY/2014

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

**Name of Offeror or Contractor:**

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

**Name of Offeror or Contractor:**

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. -1-

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-124

52.232-16

PROGRESS PAYMENTS

APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

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

**Name of Offeror or Contractor:**

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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

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

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

**Name of Offeror or Contractor:**

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

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

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

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

(i) Delivered to, and accepted by, the Government under this contract; or

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

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

**Name of Offeror or Contractor:**

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

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

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

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

(i) Reservations of rights.

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

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

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

(2) The Governments rights and remedies under this clause --

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

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

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

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition

**Name of Offeror or Contractor:**

of, performance-based payments in FAR Part 32;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

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

(l) Due date. The designated payment office will make progress payments on the -1- day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

**Name of Offeror or Contractor:**

I-125

52.243-7

NOTIFICATION OF CHANGES

APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten (10) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

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

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

(2) Countermand any communication regarded as a change;

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 102 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

(e) Equitable adjustments.

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

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

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

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

(End of Clause)

I-126            52.246-17            WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE            JUN/2003

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

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

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

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

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

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

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

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(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 defect(s).

(2) Within a reasonable time after the notice, the Contracting Officer may either --

**Name of Offeror or Contractor:**

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

I-127

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:

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 104 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M430A1 Cartridge, 40MM	1310-01-567-5540	III
M430A1 Cartridge, 40MM	1310-01-564-2160	III
High Explosive Material	1376-00-764-8065	III
High Explosive Material	1376-00-787-7614	III
Fuze, Point Initiating, Base Deton	1390-01-419-5950	III
M433 Cartridge, 40MM	1310-00-992-0451	III
High Explosive Material	1376-00-764-8065	III
High Explosive Material	1376-00-787-7614	III
Fuze, Point Initiating, Base Deton	1390-01-052-2124	IV
M583A1, Cartridge, 40MM	1310-00-159-3198	IV
M781, Cartridge, 40MM	1310-01-589-4275	IV
M918, Cartridge, 40MM	1310-01-317-5948	IV
Mixed Belt (M385A1 & M918), 40MM	1310-01-541-8181	IV
M385A1 Cartridge, 40MM	1310-01-316-9973	IV
M992, Cartridge, 40MM	1310-01-422-1048	III
M585, Cartridge, 40MM	1310-00-922-9784	IV
M661, Cartridge, 40MM	1310-00-541-6148	IV
M662, Cartridge, 40MM	1310-00-541-6149	IV
MK 19 Mod III Grenade, Machine Gun	1010-01-126-9063	II
MK 19 Machine Gun Barrels	1010-01-440-3474	IV
M16 Rifle	1005-01-128-9936	II
M203 Launcher	1010-00-179-6447	III
M203 Barrels	1010-01-376-3342	IV
M550 Escapement	1390-01-245-8888	IV
High Velocity Mann Barrel (HVMB)	(P/N 13016122)	IV

(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)

I-128 52.228-4567 REQUIRED INSURANCE  
(ACC-RI)

DEC/2010

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000

**Name of Offeror or Contractor:**

General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-129            52.203-13            CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT            APR/2010  
(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

**Name of Offeror or Contractor:**

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-13-R-0078	<b>Page 107 of 144</b> MOD/AMD
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**Name of Offeror or Contractor:**

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-130

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

**Name of Offeror or Contractor:**

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-131

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" 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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

**Name of Offeror or Contractor:** \_\_\_\_\_

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-132            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            JUL/2014  
(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-133            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014  
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-134            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 110 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-135            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-136            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 111 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078 MOD/AMD	

**Name of Offeror or Contractor:**

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-137            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-138            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

(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 at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(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



**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 113 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

I-141 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006  
(ACC-RI)

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

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

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

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

(End of clause)

(IS7070)

I-142 52.247-4544 TRANSPORTATION CONTAINERIZATION SEP/2007  
(ACC-RI)

If production quantities require containerization for shipment to destination the following will apply:

(a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (AMSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Shipment is to be placed in a serviceable, ammunition-grade container IAW with the latest revision of "Mil-Handbook 138-B" and "IMDG Ammunition Grade Guidance 7.4.6".

(b) The contractor will be liable to the Government for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

(End of clause)

(IS7011)

ECONOMIC PRICE ADJUSTMENT (STEEL, ALUMINUM and ZINC)

(a) This clause applies to the price for STEEL, ALUMINUM and ZINC shown in Exhibit N only, and only to the option quantities exercised during option periods 2-5 (FY16-FY19). The amount of any increases or decreases in contract line item (CLIN) unit prices will be limited to the price of the actual fluctuation in material (STEEL, ALUMINUM and/or ZINC) shown in Exhibit N only and shall not include such costs as labor, overhead, G&A and profit.

(b) The Contracting Officer will notify the contractor approximately thirty (30) days prior to exercising any option. The contractor, within twenty (20) days of issuance of the Contracting Officer's notice, shall notify the Contracting Officer of any price increases or decreases related to STEEL, ALUMINUM and/or ZINC, and shall provide sufficient data supporting the amount of increases or decreases. The option quantity exercised will be awarded by modification to this contract at the originally proposed CLIN unit price as provided in the Contractor's Pricing Matrix (Exhibit M) plus or minus the Contractor substantiated adjustment, based on the price fluctuation (increases or decreases) of STEEL, ALUMINUM and/or ZINC.

(c) Should the Contractor fail to provide notice of increases or decreases related to STEEL, ALUMINUM and/or ZINC and/or the data required by Paragraph (b) of this section within the time specified, the Government retains the right to exercise the evaluated option unilaterally at the original firm-fixed CLIN unit price provided in the Contractor's Pricing Matrix (Exhibit M.)

(d) Within sixty (60) days of a modification issued under Paragraph (b) of this section, the Contractor shall submit sufficient data documenting the actual price paid for STEEL, ALUMINUM and/or ZINC in the form required by the PCO. If the data supporting actual price paid for STEEL, ALUMINUM and/or ZINC is less than the price for STEEL, ALUMINUM and/or ZINC indicated by the data provided under paragraph (b) of this section, the Contracting Officer will issue a modification adjusting CLIN unit prices for option quantities exercised. The adjustment will be downward only. The modification decreasing applicable CLIN unit price(s) will be made within thirty (30) days of receipt of the data required under this Paragraph.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-13-R-0078	<b>Page 114 of 144</b> MOD/AMD
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**Name of Offeror or Contractor:**

(e) If the contractor fails to submit the data required by Paragraph (d) of this section within the time specified, the Contracting Officer may suspend payments under the contract until the data is furnished.

(f) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on the CLIN unit price resulting from the increases or decreases in the CLIN unit price for STEEL, ALUMINUM and/or ZINC shown in Exhibit N only. There shall be no adjustment for:

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in CLIN unit price based on material other than STEEL, ALUMINUM and ZINC;
- (iii) Changes in the quantity of STEEL, ALUMINUM and ZINC for the production of the 40mm cartridges under this contract other than those amounts provided in Exhibit N; or
- (iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of an adjustment under Paragraphs (b) and (d) of this section, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in CLIN unit price(s) for material which would not result in a net change of at least ONE PERCENT (1%) of the then-current CLIN unit price as provided in the Contractor's Pricing Matrix (Exhibit M).

(4) The increase for STEEL, ALUMINUM and/or ZINC combined for any option CLIN unit price made under Paragraph (b) of this section shall not exceed TEN PERCENT (10%) of the firm-fixed CLIN unit price provided in the Contractor's Pricing Matrix (Exhibit M).

(5) There is no percentage limitation on the amount of decreases that may be made under this clause.

(6) Any adjustments to CLIN unit price for option quantities will only be made in the times specified in Paragraphs (b) and (d) of this section. The CLIN unit price for option quantities remaining available for option exercise after a modification issued pursuant to Paragraph (b) of this section (remaining partial option quantities) will remain at the originally proposed firm-fixed CLIN unit price provided in the Contractor's Pricing Matrix (Exhibit M) and will be subject to applicable economic price adjustment at time of subsequent option exercise for those remaining quantities.

(g) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material associated with this clause during all reasonable times until the end of the three (3) years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(h) The contractor shall provide sufficient data required by the EPA clause with its original proposal submission by completing the worksheet included as Exhibit N, and in accordance with Section L. Sufficient data is required to establish the baseline for EPA adjustment for price increases or decreases for STEEL, ALUMINUM and ZINC per cartridge to the firm-fixed CLIN unit prices contained in the Contractor's Pricing Matrix (Exhibit M.) This information will be used only in the calculation of a subsequent EPA adjustment for STEEL, ALUMINUM and/or ZINC for option quantities subsequently awarded.

\*\*\* END OF NARRATIVE I0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 115 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL: M430A1	21-JUL-2014	007	
Exhibit B	CDRL: M433	21-JUL-2014	009	
Exhibit C	CDRL: M583A1	21-JUL-2014	008	
Exhibit D	CDRL: M781	21-JUL-2014	006	
Exhibit E	CDRL: M918	21-JUL-2014	007	
Exhibit F	CDRL: MIXED BELT	21-JUL-2014	007	
Exhibit G	CDRL: M385A1	21-JUL-2014	007	
Exhibit H	CDRL: M992	21-JUL-2014	009	
Exhibit J	CDRL: M585	21-JUL-2014	008	
Exhibit K	CDRL: M661	21-JUL-2014	008	
Exhibit L	CDRL: M662	21-JUL-2014	008	
Exhibit M	PRICING MATRIX			
Exhibit N	ECONOMIC PRICING ADJUSTMENT WORKSHEET			
Exhibit P	SUMMARY MATRIX			
Exhibit Q	SECURITY STATEMENT OF WORK (SOW)	18-JUN-2013	003	
Attachment 0001	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LIST (CDRL)	01-OCT-2013	002	
Attachment 0002	INSTRUCTIONS FOR COMPLETING DD FORM 1423	01-JUN-1990	001	
Attachment 0003	ADDRESS CODE DISTRIBUTION FOR ECP/RFV/VECP	01-OCT-2013	001	
Attachment 0004	ADDRESS LIST	01-OCT-2013	001	
Attachment 0005	STATEMENT OF WORK, ACCOUNTABILITY INSTRUCTION	01-OCT-2013	001	
Attachment 0006	DSL: M430A1	01-OCT-2013	004	
Attachment 0007	DSL: M433	01-OCT-2013	004	
Attachment 0008	DSL: M583A1	01-OCT-2013	003	
Attachment 0009	DSL: M781	22-MAY-2014	003	
Attachment 0010	DSL: M918	01-OCT-2013	004	
Attachment 0011	DSL: MIXED BELT	01-OCT-2013	004	
Attachment 0012	DSL: M385A1	01-OCT-2013	004	
Attachment 0013	DSL: M992	01-OCT-2013	003	
Attachment 0014	DSL: M585	01-OCT-2013	003	
Attachment 0015	DSL: M661	01-OCT-2013	003	
Attachment 0016	DSL: M662	01-OCT-2013	003	
Attachment 0017	ACRONYM LISTING	24-JUN-2014	004	
Attachment 0018	PAST PERFORMANCE EVALUATION QUESTIONNAIRE	24-JUN-2014	004	
Attachment 0019	LAP PRICING WORKSHEET	27-AUG-2014	001	

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 116 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

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

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

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

(2) The small business size standard is 1500.

(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)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 117 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

**Name of Offeror or Contractor:**

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-5                    252.204-7007                    ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS                    MAR/2014  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

**Name of Offeror or Contractor:**

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

**Name of Offeror or Contractor:**

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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.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-7                      52.209-7                      INFORMATION REGARDING RESPONSIBILITY MATTERS                      JUL/2013

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 121 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-8 52.225-18 PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 122 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

(End of provision)

K-9	252.209-7993	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX	FEB/2014
	(DEV 2014-00009)	LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR	
		2014 APPROPRIATIONS (DEVIATION 2014-00009)	

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**Name of Offeror or Contractor:**

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

Proposal shall be submitted in accordance with this section. Offeror should thoroughly review Sections L and M prior to submitting a proposal. The following factors will be used to determine the best overall proposal: Technical; Price; and Past Performance.

## A. Proposal Submission.

1. Offeror shall submit its original proposal in three-ring binders. Each volume shall be in its own binder. A complete proposal shall contain a cover letter, an index, and separate volumes as indicated below:

Volume 1- Technical Factor: Subfactor 1 - Program Management  
Volume 2- Technical Factor: Subfactor 2 - Manufacturing/Quality  
Volume 3- Price Factor  
Volume 4- Past Performance Factor  
Volume 5- Executed copy of solicitation, including certifications and representations, and any solicitation amendments, signed by an individual authorized to bind the company, and one (1) CD-ROM or DVD copy of the complete (cover letter, index, and all volumes), original proposal.

2. Offeror shall submit:

Volume 1- Seven (7) hardcopies  
Volume 2- Seven (7) hardcopies  
Volume 3- Three (3) hardcopies and two (2) CD-ROM or DVD copies (see paragraph D, Price for details)  
Volume 4- Five (5) hardcopies  
Volume 5- One hardcopy of the executed solicitation, including certifications and representations, and any solicitation amendments, and one (1) CD-ROM or DVD copy of the complete (cover letter, index, and all volumes), original proposal.

Proposal shall be submitted to:

Army Contracting Command Rock Island  
Attn: Contract Specialist, Ms. Traci Gerth  
3055 Rodman Avenue  
Rock Island, IL 61299-8000

3. Offeror shall designate the original proposal as such, and shall number all copies.
4. CD-ROM/DVD copies shall be entirely reproducible, be accessible, and printable using Microsoft Office 2000 - 2007, or Adobe Acrobat PDF software.
5. Each volume shall contain a table of contents and a matrix cross-referencing the proposal and the solicitation to allow the Government to ascertain that all required sections of the proposal are fully addressed. Tabs must be utilized to easily locate sections of the proposal. Each volume stands on its own for evaluation purposes and must include all information necessary for evaluation (i.e., if it is to be evaluated in response to a Section L, Volume 4 requirement, the information must be included in the offeror's Volume 4 proposal for it to be considered). Offerors are also required to provide all required information for each subfactor and element independently. When rating a subfactor and element, the Government will only evaluate the information provided in the section of the proposal addressing that particular subfactor and element. When rating a factor that does not have subfactors, the Government will only evaluate the information provided in that volume. The Government will not consider information located in other sections or other volumes of the proposal in its evaluation of an individual factor, subfactor or element.
6. Each volume shall be as brief as possible and shall not exceed the page limitations set forth below. The proposal shall use standard 8 1/2 x 11 inch letter size paper, contain 12-point Times New Roman font, and contain margins of at least one inch. All pages shall be numbered. The Price proposal may contain 10-point Arial type font. Pages printed on both sides will count as two (2) pages. Graphs and spreadsheets may be included using legal paper size 8 1/2 x 14 inch or 11 x 17 inch and shall count as one page. For any graphs, flowcharts, diagrams, spreadsheets, etc., submitted on paper size 8 1/2 x 11, 8 1/2 x 14, or 11 x 17, where letters, numbers, or characters are embedded into the image, these letters, numbers or characters may be of any font size or type as long as they are clearly readable. All other narrative or numbers not embedded into the image that are added to the legal size sheet shall be 10-point or 12-point Arial font.
7. Technical Factor total page limitation is 400 pages, as follows. Volume 1, Technical Factor: Subfactor 1 - Program Management, shall not exceed 200 pages. Volume 2, Technical Factor: Subfactor 2 - Manufacturing/Quality, shall not exceed 200 pages. The Price and Past Performance volumes (Volumes 3 and 4, respectively) do not contain a page limitation. Excess

**Name of Offeror or Contractor:**

pages are subject to removal from the proposal and will not be read or evaluated. Page limitations do not include the table of contents, indexes, cross reference matrices, section tabs, or resumes. Cover letters and proposal introductions shall not exceed a total of five (5) pages combined. No material may be incorporated in the proposal by reference, attachment, appendix, videotape, audiotape or other electronic media as a means to circumvent the page limitation. Neither video nor audiotapes will be reviewed or considered in the evaluation.

8. Offeror is expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor. The Government does not desire excess verbiage, unnecessary and elaborate brochures, or lengthy, repetitious, disorganized presentations beyond that sufficient to present and complete an effective offer. Deficiencies, whether informational or technical (e.g., failure of a proposal to comply with solicitation requirements, failure to provide a technical approach or information regarding an area to be evaluated), may be cause for elimination from the competitive range and rejection of an offer. Unsupported promises to comply with the contractual requirements are not sufficient. Proposal shall not merely reiterate the contractual specifications, but rather shall provide convincing documentary evidence of how contract requirements will be met.

9. The Government presumes the offeror's proposal represents its best effort to respond to the solicitation. Submission shall therefore be thorough and complete.

10. The successful proposal may be incorporated into the resultant contract in whole or in part.

11. Offeror is responsible for submitting its proposal and virus-scanned CD-ROMs/DVDs, and any revisions, and modifications, so as to reach the Government office designated above by the date and time specified in this solicitation. Failure to do so will cause the proposal to be considered late and be treated in accordance with FAR 15.208.

12. Offeror should note that the contract resulting from this solicitation will be awarded on the basis of the best value decision made under this solicitation.

**B. Volume 1 Technical Factor: Subfactor 1 - Program Management**

1. The Government desires a contractor that understands the requirements of 40mm System Management with a program management/systems integration approach that effectively deals with the complexities of the 40mm program at the system level. The successful contractor(s) will employ a comprehensive, integrated strategy from receipt of orders to delivery of requirements, ensuring all Government requirements are met throughout the entire process. This subfactor contains two (2) elements: Program Management/Systems Integration Plan and Key Personnel.

a. Element 1 - Program Management/Systems Integration Plan: The offeror shall provide an integrated master plan/integrated master schedule which, at a minimum, shall describe its approach to program management/systems integration and supply chain management that will be employed. The Integrated Master Plan/Integrated Master schedule shall address:

i. Identification of any teaming or joint venture arrangements being proposed including members and structure, organizational reporting lines, and key positions within the organization, along with copies of signed letters of intent and copies of the teaming/joint venture agreements.

ii. Planned schedule to handle varying preproduction and production requirements, production schedules, changing technical and resource requirements, and start up of differing rounds at different times.

iii. Proposed supply chain management system to include the identification of sources of supply for each cartridge configuration, any copies of signed documents indicating sources commitments, subcontractor qualification procedures, plans to manage multiple subcontractors and flow down contract performance requirements to subcontractors in order to control product quality and timely delivery, approach to allocate requirements among available subcontractors, and the approach used to mitigate the risk of single points of failure.

iv. Description of the Configuration Management System that will be utilized. Offeror must also address how configuration management requirements and changes are flowed down, managed, and controlled at the subcontractor level.

v. Identification of risk areas and a risk mitigation plan for all areas of risk identified including cost, schedule and performance risks. Offeror must also address how it will integrate its risk mitigation plan into its overall Program Management/ Systems Integration Plan.

b. Element 2 - Key Personnel: The offeror shall describe its proposed management structure to include individual roles and responsibilities, resumes, reporting lines and key factors of responsibility and how they will be staffed and integrated into the overall management approach. Key personnel for the following must be identified:

**Name of Offeror or Contractor:**

i. Program management, production planning and control, and contracting personnel responsible for meeting the requirements of the solicitation including cost, schedule and performance of numerous simultaneous efforts in a dynamic production environment.

ii. Engineering and Quality Assurance/Quality Engineering personnel responsible for meeting the requirements of the solicitation including configuration management, manufacturing processes, quality assurance activities, and testing and evaluation.

**C. Volume 2 Technical Factor: Subfactor 2 - Manufacturing/Quality**

1. This subfactor contains two (2) elements: (1) Manufacturing Plans and Processes and (2) Quality Assurance Plan.

a. Element 1 - Manufacturing Plans and Processes: Offeror shall describe its overall approach for producing and delivering the specified cartridge configurations that will meet all of the performance and delivery requirements. Offeror must submit a Detailed Manufacturing Plan that includes the following, at a minimum:

i. Descriptions of the manufacturing facilities, equipment, processes, skills, and expertise necessary to produce the cartridge configurations in compliance with the corresponding TDPs.

ii. Description of the offeror's current capacity to produce and deliver all specified cartridge configurations within the timeframes specified in the solicitation. The offeror shall also describe its plans to increase its maximum capacity where necessary to produce the quantities listed in the Pricing Matrix (Exhibit M). Include details of the variables considered, assumptions made, and the calculation methodology used to develop the capacity estimates.

b. Element 2 - Quality Assurance Plan: The offeror shall provide a detailed Quality Assurance Plan that describes its approach to meeting the Quality Assurance requirements of the solicitation including how it will flow down the quality requirements to its proposed subcontractors and suppliers. The plan shall also provide, as a minimum, the following:

i. Description of the offeror's Quality Management System (QMS) in sufficient detail to determine its suitability for use in performing the resulting contract, particularly if it is a unique system. The offeror shall describe how it will ensure its own internal compliance with their QMS. The offeror shall also provide evidence that its QMS is either certified/registered to, or compliant with, an Industry Recognized Standard, such as ISO 9001-2008 or equivalent.

ii. Approach to meeting the requirements of the Critical Characteristics clause.

iii. Description of the offerors methodology for conducting failure analysis in the event of product deficiencies or test failures to include root cause and corrective action analysis.

iv. Material control system and processes related to non-conforming materials.

v. Description of the facilities, equipment (including weapons), processes, skills, and expertise necessary to perform ballistic testing, and support failure analyses and product improvement testing.

vi. Plan to identify, qualify, and implement AIE/AAIE systems to meet applicable technical requirements.

vii. Offeror's methodology for planning and implementing Statistical Process Control (SPC), to include how the product/process data will be utilized to make real-time process adjustments to reduce/control variability and ensure product quality.

**D. Volume 3 - Price Factor**

1. Price:

a. Offeror shall provide its proposed First Article Test (FAT) and unit prices for the quantities solicited in the Pricing Matrix found at Exhibit M (Microsoft Excel file) of the solicitation, and shall provide a completed Attachment 0019 LAP Pricing Worksheet (Microsoft Excel file), showing the breakdown of the LAP element included in its HV cartridge and FAT prices, as derived from the Government furnished surrogate prices (refer to Attachment 0019, including the Example tab therein). Proposed prices are limited to two decimal places. The proposed FAT and unit prices in Exhibit M - Pricing Matrix shall include LAP FAT and LAP unit prices that offeror has identified in Attachment 0019. The proposed unit and FAT prices shall be the prices used by the Government to calculate the total evaluated price, including use of the weighting percentages identified in the Pricing Matrix at Exhibit M.

**Name of Offeror or Contractor:**

b. Failure to provide firm-fixed-prices for all CLINs is unacceptable and will render the offeror's proposal unacceptable and ineligible for award.

c. As stated in Section C, Narrative C0002, of the solicitation herein, the prices for HV LAP (to be performed at IAAAP for a quantity up to and including 250,000 per month, subject to funding and requirements, in accordance with Sections A and H of this solicitation) and corresponding FAT will be negotiated by the Government with the operating contractor (AO) at IAAAP and will be provided to successful offeror(s) for use in awarding LAP subcontracts during contract performance. As AOs final HV LAP and FAT prices will not be available at the time of final RFP issuance, the offeror is provided surrogate LAP and FAT prices, shown in Attachment 0019 LAP Pricing Worksheet, for each HV cartridge. These surrogate prices shall be used by the offeror in formulating its HV cartridge unit and FAT prices to be submitted on Exhibit M for all quantity ranges and FYs. In addition, offeror is required to complete Attachment 0019 and submit it with its proposal. As detailed in Section C and on the Example tab in Attachment 0019, the offeror must identify the LAP portion of its cartridge price in the Offerors Unit LAP Price columns, and the LAP FAT portion of its cartridge FAT price in the Offerors LAP FAT Price columns, both to include any costs or factors it has applied to the surrogate prices (i.e., overheads, profit). The difference between the Government Surrogate Price and the Offerors Unit LAP Price, and the Government Surrogate FAT Price and the Offerors LAP FAT Price, will be used to calculate Offerors LAP Factor. Prior to award of any contract to an offeror, the Government will use the successful offerors LAP factors to recalculate the offerors cartridge unit and FAT prices for all quantity ranges and FYs on Exhibit M - Pricing Matrix, applying the LAP factors to the difference (delta) between the surrogate prices and the final Government-negotiated LAP or FAT prices, and adding (or subtracting, should the delta be negative as a result of final LAP/FAT price being lower than the surrogate price) the result to the respective cartridge unit prices or FAT prices on the Exhibit M - Pricing Matrix. The Exhibit M - Pricing Matrix containing these adjusted prices will be incorporated into successful offerors(s) contract as the final unit and FAT pricing to be used for the base and option year (if any) awards. NOTE: Offeror shall NOT include any additional escalation of the surrogate prices in its unit or FAT LAP pricing for any FY, as final escalation of direct LAP or FAT costs (if any) will be captured within AOs final LAP or FAT prices and, thus, the delta costs used in the adjustment of offerors final cartridge and FAT pricing.

d. As stated in Section B of the solicitation herein, the configuration difference between CLIN 0001 and CLIN 0002 is the pallet material. CLIN 0001 utilizes a metal pallet, while CLIN 0002 utilizes a wooden pallet. The offeror shall complete the Pricing Matrix (Exhibit M) assuming the wooden pallet configuration (CLIN 0002). In row 20 of the Pricing Matrix (Exhibit M), the offeror shall identify the metal pallet round unit price difference between the metal pallet price and the wooden pallet price should the Government choose to exercise the option for CLIN 0001, M430A1 with metal pallet.

e. CLIN 0007 Mixed Belt, 22:10 ratio of M918 to M385A1, has base and option quantities. Offeror must propose a unit price for the 100%, 60% and 40% base quantity and for the 100% and 60%/40% split for each option period quantity range, as identified on the respective sheets (tabs) in the Pricing Matrix (Exhibit M). FAT shall be separately priced for the 100%, 60% and 40% basic quantity and for the 100% and 60%/40% split for each option period as identified on the respective sheets (tabs) in the Pricing Matrix (Exhibit M). Failure to do so may result in the offer being rejected.

f. CLINs 0001 and 0002 M430A1 HEDP, CLIN 0003 M433 HEDP, CLIN 0004 M583A1 WS Parachute, CLIN 0005 M781 Practice, CLIN 0006 M918 TP, CLIN 0008 M385A1 Practice, CLIN 0009 M992 IR, CLIN 0010 M585 WS Cluster, CLIN 0011 M661 GS Parachute, and CLIN 0012 M662 RS Parachute have option quantities only. Offeror must propose a unit price for the 100% and 60%/40% split for each option period quantity range as identified on the respective sheets (tabs) in the Pricing Matrix (Exhibit M). Offeror must propose a metal pallet round unit price difference for metal pallets for the 100% and 60%/40% split for each option period for CLINs 0001 and 0002 M430A1 HEDP on the respective sheets (tabs) in the Pricing Matrix (Exhibit M). FAT shall be separately priced for the 100% and 60%/40% split for each option period as identified on the respective sheets (tabs) in the Pricing Matrix (Exhibit M). Failure to do so may result in the offer being rejected.

g. Offeror shall provide the information required under Paragraph (c) of Section L clause 52.245-4006, entitled "Submission Requirements For Use of Government-Owned Property" if the offeror plans to use any item of Government Property in the possession of the offeror or its proposed subcontractors under any contract or agreement independent of this solicitation. For the purpose of identifying the kinds and quantities of property and the rental time for each option period, the offeror shall base each option period's list on the maximum estimated quantity for that option period. The offeror should ensure that the rental time is based on one option period, not two or more option periods. Although FAR 52.245-9(e) and the clause located in Section L entitled Submission Requirements for Use of Government-owned Property require the offeror to calculate the rental evaluation factor, the Government reserves the right to perform its own independent calculation of any rental evaluation factor.

h. All prices for this acquisition shall be stated in U.S. dollars. They shall include escalation, as appropriate.

i. At a minimum, the Pricing volume shall consist of two (2) electronic copies of the completed Pricing Matrix (Exhibit M) and three (3) paper copies of the completed Pricing Matrix (Exhibit M). The electronic copies of the

**Name of Offeror or Contractor:**

completed Pricing Matrix (Exhibit M) shall be submitted in the original Microsoft Excel format on single-write CD-ROMs/DVDs to prevent accidental erasure or change of the data therein. In the event of a discrepancy in unit prices between the electronic and paper copies of the Pricing Matrix, the prices contained in the electronic copy shall prevail.

j. Instructions for completion of the Exhibit M - Pricing Matrix:

i. All information to be filled in by the offeror is highlighted in blue on each sheet (tab) of the Pricing Matrix.

ii. The offeror shall enter its full company name in the space provided.

iii. Offeror is required to state firm-fixed binding prices. The offeror shall enter unit prices for the base quantities and for the option ranges in the spaces provided. The spreadsheet will limit the display of the offered unit prices to two decimal places.

iv. The offeror shall not add other information or make any changes to the Pricing Matrix.

k. For instructions for completion of Attachment 0019 - LAP Pricing Worksheet, see "Example" tab therein.

l. The Government intends to award without holding discussions with offerors, therefore, the initial proposed prices should represent best and final prices.

m. Cost and pricing data is not required to be submitted with the proposal. However, the Government reserves the right to request cost and pricing data or information other than cost or pricing data for any base quantity or option range in the event such data is necessary to establish a fair and reasonable price.

**E. Volume 4 - Past Performance Factor**

1. Offeror shall submit a list of no more than five (5) recent contracts which are relevant to the efforts required by this solicitation. Recent contracts, as used in this solicitation, are defined as contracts performed, or still being performed, within three (3) years of the Final RFP issuance. However, the Government may evaluate any performance in the period subsequent to the closing date of the RFP and prior to the date of award. Relevant contracts are defined as contracts with a value exceeding \$2M and are of a similar size, scope and complexity to the instant procurement. Relevant contracts are categorized as those requiring the same or similar skills which demonstrate that the offeror has successfully manufactured 40mm components, or similar ammunition items, and/or has successfully managed multi-million dollar contracts entailing management and system integration of multiple subcontractors and vendors.

2. No more than five (5) contracts will be accepted for Past Performance meeting the definition of recent and relevant.

3. Offeror shall provide a letter to its private sector references authorizing the release of past performance information to the Government if contacted. Offeror is cautioned that, in conducting the performance risk assessment, the Government may not necessarily interview all of the sources provided by the offeror; therefore, it is incumbent upon the offeror to convey the relevancy of the data provided. Offeror is reminded that, while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the offeror.

4. This volume shall be organized as follows:

a. Section I - Contract Descriptions.

The following information is required with respect to each contract reference provided and shall include the following information in this format.

i. Contractor/subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact with the prime contractor organization (name, current address, telephone and fax numbers, and email address).

ii. Government contracting activity, current address, Procuring Contracting Officer (PCO) name, telephone and fax numbers, and email address.

iii. Government technical representative/Contracting Officers Representative (COR) name, telephone and fax numbers, and email address.

iv. Government contract administration activity and Administrative Contracting Officer (ACO) name, telephone and fax numbers, and email address.

**Name of Offeror or Contractor:**

- v. Contract number and award date and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include the Task Order or Delivery Order numbers and award dates.
- vi. Contract type (specific type such as Fixed Price, Cost Reimbursable, Time and Materials, etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, Indefinite Quantity).
- vii. Awarded price/cost.
- viii. Final or projected final price/cost.
- ix. Period of performance, to include:
- (A) Original period of performance by major task/subtask through completion, including dates of start and completion of work;
  - (B) Revised performance period (if any changes occurred from paragraph 1 above). If there were no changes to the schedule from paragraph 1 above, please so state;
  - (C) Final, or projected final, delivery schedule, including dates of start and completion of work; and
  - (D) Applicable Quality Assurance standards.
- b. Section II - Performance.
- Offeror shall provide a specific narrative explanation of each contract listed in Section I describing the types of products provided, including sufficient detail on the scope of the effort to show how it is relevant to the requirements of this solicitation and meets the definition of recent and relevant provided in Paragraph E.1. above.
- i. For any contracts that did not/do not meet the original delivery schedule, provide a brief explanation of the reason(s) for the shortcomings and any corrective actions(s) taken to avoid recurrence. Offeror shall:
- (A) List each time the delivery schedule was revised;
  - (B) List the original and revised dates;
  - (C) Provide an explanation of why the revision was necessary; and
  - (D) Note, when explaining the corrective action, whether a contract modification was issued as a result of the schedule revision and include the modification number.
- ii. For all contracts, the offeror shall provide data on any quality or technical performance problems, including:
- (A) Unsuccessful First Article Tests;
  - (B) Lot Acceptance Test failures;
  - (C) Ballistic Lot Acceptance Test failures;
  - (D) Quality Deficiency Reports;
  - (E) Level II or higher Corrective Action Requests;
  - (F) Internal/external customer complaints;
  - (G) Tasks/subtasks not completed to schedule;
  - (H) Revoked ISO status (including dates);
  - (I) Audit findings classified as major; and
  - (J) Warranty claims and/or other product quality or related problems.
- iii. All Requests for Variance (RFVs) shall be addressed with respect to causes and corrective actions.
- iv. The offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed, and a description of any corrective action implemented by the offeror or proposed subcontractor. The offeror shall indicate if any of the contracts listed were terminated, the type (i.e., convenience, default), and reason(s) for the termination.

c. Section III Team Members/Joint Venture Partners/Major Subcontractors.

Offeror shall provide an outline of how the effort required by the solicitation will be assigned for performance among the offerors proposed team members/joint ventures/major subcontractors. Past performance will be evaluated for those team members, joint venture partners, and major subcontractors. Major subcontractors are defined as those subcontractors who will provide critical hardware/services, or whose subcontract represents more than 25% of the proposed unit cost for a given cartridge. The offeror shall include in its proposal recent and relevant past performance information in the format provided in Sections I & II for applicable team members/joint venture partners/major subcontractors. Stated submissions for team members/joint venture partners/major subcontractors are limited to three (3) recent and relevant contracts each and shall include the written consent of the proposed team member/joint venture partner or major subcontractors permitting the Government the authority to discuss the contractors' past performance evaluation with the offeror during negotiations (if necessary).

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 129 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

## d. Section IV - New Corporate Entities.

New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

## 5. Past Performance Evaluation Questionnaire.

For all contracts identified in paragraph 1 and subparagraph 4.c. of this Past Performance Factor, Past Performance Evaluation Questionnaires (Attachment 0018) shall be completed and submitted. The offeror shall complete Part I of the Questionnaire and email it to both the Government contracting activity and the contract reference point of contact (POC) responsible for the past/current action. The POCs shall be instructed to complete Parts II and III of the Questionnaire, and email the entire questionnaire to the PCO for this RFP (mailto:julie.a.seaba.civ@mail.mil), with copy to the Contract Specialist (mailto:traci.l.gerth.civ@mail.mil), within thirty (30) calendar days of the release of the RFP. The offeror shall also email to the PCO a list of all the POCs who were sent a Questionnaire. The Government shall receive this list within thirty (30) calendar days after release of the RFP. The POC List shall be submitted in Microsoft Word, and include the following information: solicitation number, company name, contract number, Government agency, POC name, title, telephone number, email address, and date emailed to the POC.

\*\*\* END OF NARRATIVE L0001 \*\*\*

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-10	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 130 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-

(End of clause)

L-11            52.216-1            TYPE OF CONTRACT            APR/1984

The Government contemplates award of one (1) or two (2) firm-fixed price with EPA (economic price adjustment) contracts resulting from this solicitation.

(End of Provision)

L-12            52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

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

(End of Provision)

L-13            252.211-7001            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2006

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 131 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT  
DOCUMENTS

Where unable to obtain from the sources cited elsewhere herein, offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Traci Gerth, Contract Specialist  
E-mail: traci.l.gerth.civ@mail.mil

or

Julie Seaba, Procuring Contracting Officer  
E-mail: julie.a.seaba.civ@mail.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-14            52.211-4510            PARTNERING            FEB/2010  
(ACC-RI)

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process (see <http://www.amc.army.mil/pa/PartneringForSuccess.pdf>), as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be the Procuring Contracting Officer.

(End of provision)

(LS6100)

L-15            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST <https://assist.dla.mil/online/start/>
- (2) Quick Search <http://quicksearch.dla.mil/>

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 132 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard <https://assist.dla.mil/wizard/index.cfm>

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-17 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 provision.

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

(End of clause)

L-18 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001  
(ACC-RI)

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading 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.

(b) Notice of award to the awardee 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 Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. 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 at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

Vendor's Electronic Mail Address: \_\_\_\_\_

(End of provision)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 133 of 144

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

**Name of Offeror or Contractor:**

(LS7100)

L-19            52.214-4584            HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS            AUG/2014  
(ACC-RI)

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must arrive at the Army Contracting Command, Rock Island Contracting Center (ACC-RI) Bid, Quote, and Proposal Receiving Area prior to the time set for receipt of offers AND within staffing hours. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) The ACC-RI Bid, Quote, and Proposal Receiving Area is located on the Rock Island Arsenal, Rock Island, IL, in the vestibule of the southwest entrance to Building 60 (first floor).

(c) The ACC-RI Bid, Quote, and Proposal Receiving Area is the ONLY area where hand-delivered bids, quotes, or proposals will be accepted.

(d) Staffing hours of the ACC-RI Bid, Quote, and Proposal Receiving Area are 8:00 a.m. to 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) The ACC-RI offices are located in a secure building; however, the Bid, Quote, and Proposal Receiving Area is accessible to the public. When you arrive at the Receiving Area, you will need to use a personal phone to contact an ACC-RI point of contact (POC) who will log in your bid, quote, or proposal. Primary POC phone numbers are: 309-782-5729 or 309-782-3218. If there is no answer on either of these numbers, you should call 309-782-6895 to reach an alternate POC. Note, these contact phone numbers are displayed on a table located in the Receiving Area.

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

(End of provision)

L-20            52.215-4583            DISCLOSURE OF UNIT PRICES            FEB/2004  
(ACC-RI)

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)

L-21            52.233-4503            AMC-LEVEL PROTEST PROGRAM            MAY/2014  
(ACC-RI)

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 General Accounting Office 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:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 134 of 144</b>
	PIIN/SIIN W52P1J-13-R-0078	MOD/AMD

**Name of Offeror or Contractor:**

Redstone Arsenal, AL 35898-5000  
 Fax: (256) 450-8840  
 e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

www.amc.army.mil/pa/commandcounsel.asp

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel to obtain the AMC-Level Protest Procedures.

(End of provision)

L-22            52.245-4006            SUBMISSION REQUIREMENTS FOR USE OF GOVERNMENT-OWNED PROPERTY            AUG/2007  
 (ACC-RI)

(a) In accordance with FAR 45.103(a)(2), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government property. Throughout this clause, the term Government property includes Government-owned real property and Government-owned production and research property.

(b) If an offeror plans to use any item of Government property in the possession of the offeror or its proposed subcontractors under any contract or agreement independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying the contract or agreement under which the property is held.

Offer is predicated on the use of Government property in the offerors possession.

Offer is predicated on the use of Government property in the possession of the offerors proposed subcontractors or vendors.

Identification of the contract or other agreement under which the property is held:

- Type of contract or agreement:

- Number and date:

- Cognizant Government agency (including address):

(c) The offeror is required to submit with its offer:

(1) The written permission of the contracting officer having cognizance of the property to use of that property in the performance of any contract resulting from this solicitation, and whether such use will be on a rental or rent-free basis.

(2) A list of all Government property which the offeror, or its anticipated subcontractors or vendors, propose to use on a rent-free basis as well as the dates of proposed use. This list shall include a brief description of the item, Government Identification Number, original acquisition cost, year of manufacture and location.

(3) With respect to the proposed use of real property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(1) or FAR 52.245-9(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft compatible electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(4) With respect to the proposed use of production and research property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(2) or FAR 52.245(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(End of provision)

(LS7005)

ECONOMIC PRICE ADJUSTMENT (EPA) - MATERIAL (COMMODITIES: STEEL, ALUMINUM and ZINC)

The offeror shall complete the information required in Exhibit N for each cartridge CLIN configuration for the respective commodities. The component weights provided by the Government shall be utilized.

**Name of Offeror or Contractor:**

The resultant Exhibit N proposed commodity prices for each cartridge CLIN configuration will serve as the EPA baseline for Options 2-5. The EPA applies at the cartridge CLIN level for each commodity. The individual component weights in Exhibit N have been totaled to arrive at each total commodity weight for that cartridge CLIN configuration. No other components will be included.

For each individual cartridge CLIN, the offeror must submit a baseline price for all components in Exhibit N of the respective commodity in order for the commodity EPA to be applicable. Failure to provide a baseline price for any component will result in the commodity being excluded from EPA consideration for that cartridge CLIN. This will not preclude the offeror from submitting an EPA for other commodities on the cartridge CLIN (if it contains more than one commodity). The cartridge CLIN commodities are considered separate and distinct.

Written acknowledgement of an offeror's election to forego an EPA for a specified cartridge CLIN commodity is requested. However, failure to submit a baseline price for ALL components included in the total commodity weight in Exhibit N for any cartridge CLIN will be deemed a waiver of any future EPA for that cartridge CLIN commodity.

The offeror shall provide sufficient supporting documentation in the form of current vendor quotes, purchase orders, or invoices to be considered for an EPA on any future option awards. Failure to provide sufficient data will render a successful offeror ineligible for any future EPA on option cartridge CLIN unit prices(s) for the applicable commodity. See below for M430A1 example (NOTE: These weights and part numbers are EXAMPLE ONLY for illustrative purposes. Actual weights and part numbers to be used are those contained in Exhibit N):

Example 1: Acceptable for both applicable commodities

Component:	P/N:	Aluminum		Aluminum
		Lbs.	Price Per Lb:	EPA Baseline Price per M430A1:
Cartridge Case	8886329	0.182893	\$2.0000	\$0.365786
Base Plug	8886332	0.025038	\$3.0000	\$0.075114
Ogive	12944735	<u>0.078236</u>	<u>\$2.0000</u>	<u>\$0.156472</u>
Total Aluminum Weight		0.286167	\$2.0875	\$0.59737

  

Component:	P/N:	Steel		Steel
		Lbs.	Price Per Lb:	EPA Baseline Price per M430A1:
Body	9287855	0.265213	\$0.5000	\$0.132607
PA120 Ammo Can	-	<u>0.453125</u>	<u>\$0.4000</u>	<u>\$0.181250</u>
Total Steel Weight		0.718338	\$0.4369	\$0.313857

\*\*\*\*\*

Example 2: Unacceptable/Waiver of one commodity (aluminum), acceptable for the other applicable commodity (steel)

Component:	P/N:	Aluminum		Aluminum
		Lbs.	Price Per Lb:	EPA Baseline Price per M430A1:
Cartridge Case	8886329	0.182893	\$2.0000	\$0.365786
Base Plug	8886332	0.025038	NONE	NONE
Ogive	12944735	<u>0.078236</u>	<u>NONE</u>	<u>NONE</u>
Total Aluminum Weight		0.286167	\$1.2782	\$0.36579

  

Component:	P/N:	Steel		Steel
		Lbs.	Price Per Lb:	EPA Baseline Price per M430A1:
Body	9287855	0.265213	\$0.5000	\$0.132607
PA120 Ammo Can	-	<u>0.453125</u>	<u>\$0.4000</u>	<u>\$0.181250</u>
Total Steel Weight		0.718338	\$0.4369	\$0.313857

\*\*\*\*\*

Example 3: Unacceptable/Waiver of one commodity (steel), acceptable for the other applicable commodity (aluminum)

Component:	P/N:	Aluminum		Aluminum
		Lbs.	Price Per Lb:	EPA Baseline Price per M430A1:
Cartridge Case	8886329	0.182893	\$2.0000	\$0.365786
Base Plug	8886332	0.025038	NONE	NONE
Ogive	12944735	<u>0.078236</u>	<u>NONE</u>	<u>NONE</u>
Total Aluminum Weight		0.286167	\$1.2782	\$0.36579

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-13-R-0078

MOD/AMD

Name of Offeror or Contractor:

Table with 5 columns: Component, P/N, Lbs., Per Lb, Price per M430A1. Rows include Cartridge Case, Base Plug, Ogive, and Total Aluminum Weight.

Table with 5 columns: Component, P/N, Lbs., Per Lb, Price per M430A1. Rows include Body, PA120 Ammo Can, and Total Steel Weight.

\*\*\*\*\* Example 4: Unacceptable/Waiver of both applicable commodities

Table with 5 columns: Component, P/N, Lbs., Per Lb, Price per M430A1. Rows include Cartridge Case, Base Plug, Ogive, and Total Aluminum Weight.

Table with 5 columns: Component, P/N, Lbs., Per Lb, Price per M430A1. Rows include Body, PA120 Ammo Can, and Total Steel Weight.

\*\*\* END OF NARRATIVE L0002 \*\*\*

GUIDANCE FOR PROSPECTIVE OFFERORS - SMALL BUSINESS

(a) This procurement has been 100% set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the SBA's size eligibility standards found at 13 CFR 121. In particular, an offeror proposing a JV or to subcontract should review 13 CFR 121.103, How does SBA determine affiliation?, prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the PCO. Generally, SBA determines the size status of a concern (including affiliates) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. Accordingly, a finding by the SBA of affiliation between an offeror and its JV, or subcontractor(s), may result in the offeror being found to be other than a small business and therefore ineligible for contract award.

(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its ostensible subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract. Ostensible subcontracting with a large business on a set-aside acquisition, whether the offeror is an individual small business or a JV, causes the (prime) contractor to be other than a small business and ineligible for award as per 13 CFR 121.103(h)(4).

(d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective offerors in developing any teaming arrangements and their proposal. These examples are merely provided to assist prospective offerors and shall not be relied upon in forming any JV. Offerors with questions regarding size rules and/or affiliation issues may wish to contact their legal counsel and/or SBA Office of Government Contracting personnel, or for 8(a) Program participants, their SBA Business Opportunity Specialist.

(1) The SBA considers whether proposed subcontracting or JVs contain discrete descriptions of the tasks or work to be

**Name of Offeror or Contractor:**

performed by each party. The SBA considers whether the offeror or, if the offeror is a JV, the JV participants, perform the primary and vital portions of the Statement of Work. The SBA considers whether JVs clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the offeror and any entities with which it has a JV.

(3) The SBA considers the extent to which the offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the offeror is an eligible Small Business contractor, the SBA considers whether the majority of the technical expertise resides with the offeror. If the offeror is an eligible JV (see 13 CFR 121.103(h)(3)), the SBA considers whether the majority of the technical expertise resides among the JV members.

(5) The SBA considers the offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the offeror and its proposed subcontractors or entities with which the offeror has any type of business arrangement, SBA considers the previous contractual or business relationships between the offeror and that entity.

(e) Due to the complexity of this acquisition and the wide range of capabilities required by the contract, JVs (formal or informal) as authorized by Title 13 of the Code of Federal Regulations (CFR) Part 121.103(h) may be formed. In accordance with the referenced code, a JV of two (2) or more small business concerns may submit an offer as a small business without regard to affiliation so long as each concern is small under the 1,500 employee size standard. No company or JV can be on more than two (2) teams, nor can two (2) companies or JVs be on the same two (2) teams; however, the concern may be a subcontractor to an unlimited number of offerors.

(f) In order for the Government to review the offerors' JV, if applicable, offeror shall submit the information below with their proposal (in Volume 1 under a separate tab titled "Team Composition Information"). This information will not be counted in the 200 page count.

(1) Documentation clearly explaining the responsibilities of each party to the JV agreement. In addition, the documentation should clearly explain the formation of the JV, procedures for acceptance of product and payment, and procedures for replacement of a team member. As the award may be predicated upon the composition of the JV, changing team composition after contract award shall require prior PCO approval.

(2) The team lead company and point of contact for the JV shall be identified and responsibilities explained in detail.

(3) Signed copies of all JV agreements and any other agreements, either formal or informal, identifying the roles and responsibilities of each business concern on the JV.

(4) Company names, point of contact, business size, number of employees (including all affiliates) and description of work to be performed by members of the JV.

(5) If other than a small business concern is part of the JV, a copy of the Small Business Administration (SBA) approved SBA Mentor-Protege Agreement is to be provided. Offeror should be aware of the SBA's regulations regarding affiliations to determine business size. Affiliation regulations are especially important when JVs are likely. The following information on affiliations is provided for your clarification:

(g) In addition to affiliations mentioned above, offeror must be cognizant of Federal Acquisition Regulation (FAR) Clause 52.219-14, "Limitations on Subcontracting". This clause is mandatory for all set-aside acquisitions. When an offeror self-certifies in Section K of the solicitation they are small, the offeror is also self-certifying they will comply with FAR Clause 52.219-14. The Small Business offeror or JV must perform at least fifty percent (50%) of the cost of manufacturing the items, not including costs of materials and profit or fee. The subcontract costs are the entire costs spent on subcontracting. Where an offeror is exempt from affiliation under 13 CFR 121.103(h)(3), and qualifies as a Small Business concern, the performance of work requirements apply to the cooperative effort of the JV, not its individual members. Further information concerning definitions and implications of this clause on offeror or JVs, may be found at 13 CFR 125.6.

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## A. Proposal Evaluation

1. The Government will evaluate proposals submitted in accordance with Section L of the solicitation and will make an award determination with appropriate consideration given to each of the three (3) evaluation factors: Technical, Price, and Past Performance.

2. The Government intends to award up to two (2) contracts, either one award at 100% or a 60%/40% split. Award(s) will be based on the best overall (i.e., best value) proposal(s) determined to be the most beneficial to the Government based on an integrated assessment of the non-price and price factors.

## a. Factor Relative Order of Importance:

- Technical is significantly more important than Price.
- Price is more important than Past Performance.
- All evaluation factors other than Price, when combined, are significantly more important than Price.

b. Price will be evaluated but not rated. See Price Factor at paragraph E, below, and Exhibit M, Pricing Matrix, for details on how the Government will determine overall price combination of offers.

c. The Technical and Past Performance factors will be rated in an adjectival and narrative manner, and evaluated utilizing a best value tradeoff process. Accordingly, the Government reserves the right to make award(s) to other than the lowest-priced offeror, or other than the highest-rated offeror for non-price factors.

d. Although Price is not the most important factor, it could become more important as offers under the non-cost factors equalize. The closer the ratings in the non-price factors, the more significant Price becomes.

3. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offerors proposal.

4. The Government intends to evaluate proposals and award contracts without discussions with offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain its best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the PCO determines them to be necessary. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## a. Rejection of Offers. The Government may reject any proposal deemed unacceptable which:

- i. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation;
- ii. Contains unbalanced pricing as described in FAR 15.404-1(g); or
- iii. Fails to meaningfully comply with the proposal preparation instructions specified in Section L of this solicitation.

b. Responsibility. Pursuant to FAR 9.103, contracts will only be placed with contractors that the PCO determines to be responsible. Offeror shall be able to demonstrate that it meets the standards of responsibility as set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all offerors, and if applicable, joint venture partners, contractors included in teaming arrangements, and major subcontractors.

## B. Volume 1 - Technical Factor: Subfactor 1 - Program Management

1. This subfactor contains two (2) elements: Program Management/Systems Integration Plan and Key Personnel. The Program Management/Systems Integration Plan element is significantly more important than the Key Personnel element. The Government will evaluate the Program Management subfactor based on the following:

a. Element 1 - Program Management/Systems Integration Plan: The Government will evaluate the offeror's Integrated Master Plan/Integrated Master Schedule to assess the proposed approach to program management/systems integration and supply chain management to be employed under this solicitation, as well as the offeror's ability to effectively meet the complexities of the 40mm ammunition program. The Government's evaluation will include:

**Name of Offeror or Contractor:**

- i. The offeror's approach to any teaming or joint venture arrangements, proposed members and structure, organizational reporting lines, and key positions within the organization to determine if the proposed arrangements demonstrate an effective approach to program management/systems integration.
- ii. The offeror's planned schedule to handle varying preproduction and production requirements, production schedules, changing technical and resource requirements, and start up of differing rounds at different times to assess the likelihood of the offeror to meet the required program planning, scheduling and execution requirements.
- iii. The offeror's proposed supply chain management system including planned sources of supply, subcontractor qualification procedures, single point of failure risk mitigation, management of multiple sources of supply, flow down of contract performance requirements, allocation of requirements among available subcontractors, and subcontractor management activities necessary to ensure production and delivery requirements will be met.
- iv. The offeror's proposed Configuration Management System and how configuration management requirements and changes are flowed down, managed and controlled at the subcontractor level, to determine the offeror's ability to organize, administer, and control configuration management requirements.
- v. The offeror's identification of risk areas and risk mitigation plan for all areas of risk including cost, schedule and performance risks, to determine the offeror's ability to mitigate these risks. Also, the offeror's integration of its risk mitigation plan into its overall Program Management/Systems Integration Plan to assess the robustness of the integration process.

b. Element 2 - Key Personnel: The Government will evaluate offeror's proposed management structure to include individual roles and responsibilities, resumes, reporting lines and key factors of responsibility, and how these key personnel will be staffed and integrated into the overall management approach, to determine the suitability of the offeror's proposed management structure to achieve all 40mm ammunition program objectives. The Government's evaluation will include:

- i. The offeror's proposed program management, production planning and control, and contracting personnel in order to determine the ability of these personnel to execute 40mm ammunition program requirements.
- ii. The offeror's proposed engineering and quality assurance/quality engineering personnel responsible for meeting the requirements of the solicitation including configuration management, manufacturing processes, quality assurance activities, and testing and evaluation, to determine if these personnel have the experience and qualifications to meet 40mm ammunition program requirements.

C. Volume 2 - Technical Factor: Subfactor 2 - Manufacturing/Quality

1. This subfactor contains two (2) elements: Manufacturing Plans and Processes and Quality Assurance Plan. The Manufacturing Plans and Processes element is slightly more important than the Quality Assurance Plan element. The Government will evaluate the Manufacturing/Quality subfactor based on the following:

- a. Element 1 - Manufacturing Plans and Processes: The Government will evaluate the offeror's Detailed Manufacturing Plan and the offeror's approach for producing and delivering the specified cartridge configurations to meet all of the performance and delivery requirements. The Government's evaluation will include:
  - i. The offeror's descriptions of proposed manufacturing facilities, equipment, processes, skills, and expertise necessary to ensure compliance with the corresponding TDPs to determine if the offeror fully comprehends the manufacturing capability requirements of the 40mm ammunition program.
  - ii. The offeror's current capacity and the plan to increase capacity where needed to produce the quantities listed in the Pricing Matrix within the timeframes specified in the solicitation to ensure the requirements of the contractual delivery schedules are able to be met.
- b. Element 2 - Quality Assurance Plan: The Government will evaluate the offeror's Quality Assurance Plan to ensure the offeror's approach will meet the Quality Assurance requirements of this solicitation including how it will flow down the quality requirements to its proposed subcontractors and suppliers. The Government's evaluation will include:
  - i. Effectiveness and suitability of the offeror's Quality Management System (QMS), process for assuring internal compliance to requirements, and the degree to which the proposed QMS is in compliance with or exceeds ISO 9001-2008, or equivalent, to determine the offeror's ability to meet applicable contract quality requirements.

**Name of Offeror or Contractor:**

- ii. The offeror's approach to meeting the Critical Characteristics clause to determine the offeror's ability to minimize the risk of critical defects.
- iii. The offeror's methodology for conducting failure analysis in the event of product deficiencies or test failures, including root cause and corrective action analysis, to determine the effectiveness of the offeror's approach to resolve deficiencies and failures and implement corrective actions.
- iv. The offeror's material control system and the offeror's controls to determine the effectiveness of the offeror's approach for the prevention, identification and handling of nonconforming product.
- v. The adequacy of the proposed facilities, equipment (including weapons), processes, skills, and expertise necessary to perform ballistic testing on all cartridge configurations in order to satisfy FAT and LAT requirements, and support failure analyses and product improvement testing.
- vi. The offeror's plan to identify, qualify, and implement AIE/AAIE systems in order to determine the offeror's ability to meet applicable technical requirements.
- vii. The offeror's methodology for planning and implementing Statistical Process Control (SPC) in order to determine the effectiveness of the offeror's utilization of product/process data to make real-time process adjustments to reduce/control variability and ensure product quality.

**D. Combined Technical/Risk Ratings, Adjectival Rating - Definition for Technical Factor**

1. Adjectival ratings will be utilized in the evaluation of this Technical factor, the two (2) subfactors, and their elements. The elements and subfactors will receive individual ratings. Subfactor 1 - Program Management is slightly more important than Subfactor 2 - Manufacturing/Quality. The element ratings will be rolled up to an adjectival rating at the subfactor level. In Subfactor 1 - Program Management, the Program Management/Systems Integration Plan element is significantly more important than the Key Personnel element. In Subfactor 2 - Manufacturing/Quality, the Manufacturing Plans and Processes element is slightly more important than the Quality Assurance Plan element. The two subfactor ratings will be rolled up to an adjectival rating at the Technical factor level. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical subfactors and Technical factor. The adjectival ratings for the elements, both subfactors, and the factor level are as follows:

- a. Outstanding (Dark Blue) Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
- b. Good (Purple) Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
- c. Acceptable (Green) Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
- d. Marginal (Yellow) Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
- e. Unacceptable (Red) Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

**2. As used in the adjectival ratings above, the following definitions apply:**

- a. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- b. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.
- c. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- d. Low Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
- e. Moderate Risk: Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

**Name of Offeror or Contractor:**

f. High Risk: Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

## E. Volume 3 - Price Factor

## 1. Price Analysis:

a. The Government intends to award up to two (2) contracts as a result of this best value competition. Successful offeror(s) may receive 100%, 60% or 40% award of base quantities. Should 60%/40% split awards be executed, the option quantities may be split between the awarded contracts in any percentage split from 0% to 100%.

b. Price Analysis: Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the PCO. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Governmental agencies and personnel.

c. Unbalanced Pricing: As part of the evaluation, proposal may be reviewed to identify any significant unbalanced pricing found between pricing periods, quantity ranges, contract line items, or sub-line items as applicable. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government.

## 2. The Total Evaluated Price for the 100% award and 60%/40% split award scenarios will be derived from the respective sheets of Offerors Pricing Matrix (Exhibit M):

a. The Government will conduct price evaluation for this solicitation W52P1J-13-R-0078 utilizing offerors Exhibit M Pricing Matrix prices as submitted, inclusive of offerors LAP and FAT prices developed using the surrogate LAP and FAT prices.

b. For each scenario (100%, 60%, and 40%), the Government will calculate a weighted evaluated price for each option period by multiplying the proposed unit prices for each range by its respective weight percentage at the range maximum quantity and summing the totals. The weight percentage associated with each range represents the likelihood that an option would be exercised within that range. All other price factors contained in Section M, including applicable base quantity, FAT, metal pallets, and Government property, will be added to the total evaluated proposed option prices to arrive at the total evaluated price. Evaluation of options shall not obligate the Government to exercise the option.

c. The Government reserves the right to make corrections to the offerors Government property use evaluation calculations as needed. This result shall be entered by the Government in the spaces provided in the Pricing Matrix. This amount will be entered for each pricing period. Therefore, it is important that the offeror base the rental time on the base quantity and the maximum option quantity for each pricing period.

d. The Exhibit M Pricing Matrix will total all price factors into an evaluated price for each fiscal year and sum the fiscal year evaluated prices into an overall total evaluated price for the 100%, 60%, and 40% base quantities plus option period evaluations. The Government reserves the right to make one (1) or two (2) awards should it be determined to be in the best interest of the Government.

e. If it should be determined to be in the best interest of the Government to make two (2) awards, the 60% and 40% base plus option period combination that provides the Government with the best overall value will determine which offerors receive the 60% and 40% awards. Award may be, but is not required to be, based on a combination of the two offers that provides the Government with the overall lowest total evaluated price. In that case, note that award of the 60% quantities may not necessarily be made to the offeror proposing the lowest 60% total evaluated price and, likewise, award of the 40% quantities may not be made to the offeror proposing the lowest 40% total evaluated price.

## Example:

## Scenario A:

Offeror A: Lowest 60% Total Evaluated Price \$12,000,000

Offeror B: Lowest 40% Total Evaluated Price \$10,000,000

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Total Evaluated Price \$22,000,000

## Scenario B:

Offeror B: 60% Total Evaluated Price \$12,600,000

**Name of Offeror or Contractor:**

Offeror A: 40% Total Evaluated Price \$ 8,040,000

Total Evaluated Price \$20,640,000

Overall Lowest Total Evaluated Price to the Government is Scenario B at \$20,640,000.

As the award decision for this best value competition will not be based on price alone, offerors are reminded that award(s) will not necessarily be made to the offeror or combination of offerors yielding the lowest total evaluated price.

3. After evaluation of offers containing the surrogate LAP unit and FAT prices, and prior to award of any contract to an offeror, the Government shall finalize the AO negotiated LAP unit and FAT prices, and shall use Offerors LAP Factor percentages from Attachment 0019 LAP Pricing Worksheet to recalculate the offerors cartridge unit and FAT prices for all quantity ranges and FYs on Exhibit M - Pricing Matrix. The price adjustments shall be calculated by applying the Offerors LAP Factors to the difference (delta) between the surrogate prices and the final Government-negotiated LAP or FAT prices, and adding (or subtracting, should the delta be negative as a result of final LAP/FAT price being lower than the surrogate price) the result to the respective cartridge unit prices or FAT prices on the Exhibit M - Pricing Matrix.

4. The Government reserves the right to make no award as a result of the solicitation if, upon evaluation, none of the proposed prices can be determined fair and reasonable.

**F. Volume 4 - Past Performance Factor**

1. The Government will evaluate an offerors record of past and current performance to ascertain the probability of successfully performing the solicitations requirements. In this context, offeror refers to the proposed (prime) contractor and all proposed team members, joint venture partners, and major subcontractors. A major subcontractor is defined as one which will be providing critical hardware/services or whose subcontract exceeds 25% of the proposed unit cost for a given cartridge. The contractor and proposed team members, joint venture partners, and major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the offerors overall performance confidence rating.

2. The Government will conduct a performance confidence assessment based on the quality, relevancy, and recentness of the offerors past performance, as well as that of its predecessor companies, key personnel, other corporate entities, and team members/joint venture partners/major subcontractors, as it relates to the probability of successful accomplishment of the required effort. A significant achievement, problem/problem resolution, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Recent contracts are defined as those performed (or still being performed) within three years of RFP issuance, and relevant contracts are defined as contracts with a value exceeding \$2M and are of a similar size, scope and complexity to the instant procurement. Relevant contracts are categorized as those requiring the same or similar skills which demonstrate that the offeror has successfully manufactured 40mm components, or similar ammunition items, and/or has successfully managed multi-million dollar contracts entailing management and system integration of multiple subcontractors and vendors. The assessment includes all aspects of schedule, performance and supportability, including the offerors record of:

- a. Program Management
- b. Personnel Management
- c. Supply Chain Management
- d. Schedule Performance
- e. Problem Resolution
- f. Customer Satisfaction
- g. Safety

The Government may consider general trends in performance, and demonstrated corrective actions, up to time of contract award.

3. The Government will consider the currency and degree of relevance (e.g., similarity of product/service, complexity, dollar value, contract type and degree of subcontracting/teaming) of the past performance information it evaluates. The following criteria will be used to establish what is relevant:

Very Relevant: Present/past performance effort involved essentially the same scope and magnitude of effort and complexities as this solicitation requires.

Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities as this solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities as this solicitation requires.

**Name of Offeror or Contractor:**

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities as this solicitation requires.

4. The Government will assess the quality of the offerors past performance on those recent efforts that were determined relevant by determining how well the contractor performed on the contracts. Results from Past Performance Evaluation Questionnaires, interviews, CPARS, and other sources shall be the basis for this assessment.

5. The Government will consider the assessed quality of the relevant/recent contract efforts to determine the performance confidence assessment rating for the offeror as follows:

Substantial Confidence: Based on the offerors recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offerors recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence: Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence: Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown Confidence (Neutral): No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

6. Offeror is cautioned that, in conducting the performance risk assessment, the Government may use data provided in the offerors proposal, as well as data obtained from other sources. The Government is not required to interview all points of contact identified by the offeror; therefore, it is incumbent upon the offeror to convey the relevancy of the data provided. Offeror is reminded that, while the Government may elect to consider data obtained from other sources, including other Government sources and databases, the burden of proving low performance risk rests with the offeror. It is the responsibility of the offeror to provide complete past performance information and thorough explanations as required by Section L. The Government is not obliged to make another request for the required information.

\*\*\* END OF NARRATIVE M0001 \*\*\*

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.245-4007 (ACC-RI)	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PROPERTY	AUG/2007

(a) To eliminate the competitive advantage resulting from the rent-free use of Government-owned property (including real property and production and research property), an evaluation factor calculated in accordance with FAR 52.245-9(e) shall be added to each offer that is predicated on the use of Government-owned property.

(b) This evaluation procedure shall not be applicable to any Government-owned property held by the offeror or its anticipated subcontractors or vendors under a valid lease or rental agreement with the Government whereby the offeror or its anticipated subcontractors or vendors is granted the right to use such property and must pay a rental fee thereon for the entire leasehold/rental period irrespective of actual usage.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 144 of 144**

**PIIN/SIIN** W52P1J-13-R-0078

**MOD/AMD**

**Name of Offeror or Contractor:**

(End of provision)

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