

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 59
2. Contract No.	3. Solicitation No. DAAA09-03-R-0002	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2003AUG15 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name LARRY LEAHY E-mail address: LEAHYL@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3723
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

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

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

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

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

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date 2003AUG15

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

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

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

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

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

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

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 59**

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MOD/AMD

Name of Offeror or Contractor:A-5 52.252-4500 FULL TEXT CLAUSES
OSC

SEP/1997

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***) .
2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: M549A1 FUZE
NSN: 1390-01-419-5950

1. THIS REQUEST FOR PROPOSAL IS FOR THE ACQUISITION OF 747,473 EACH M549A1 FUZES. THE SOLICITATION ALSO INCLUDES A 50 PERCENT EVALUATED OPTION PROVISION AND IS RESTRICTED TO U.S. AND CANADIAN SOURCES IN ACCORDANCE WITH FAR 6.302-3.
 2. THE BEST VALUE TECHNIQUE WILL BE USED TO SELECT THE MOST ADVANTAGEOUS OFFER TO THE GOVERNMENT. THE EVALUATION FACTORS TO DETERMINE THE AWARDEE ARE A)TECHNICAL APPROACH, CONSISTING OF TECHNICAL AND AUTOMATED PRODUCTION CAPABILITY, AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AAIE) CAPABILITY, TECHNICAL DATA MANAGEMENT, PRODUCTION PROBLEM INVESTIGATION AND RESOLUTION, AND VENDOR CONTROL AND REQUIREMENTS FLOW-DOWN; B)RECENT, RELEVANT PAST PERFORMANCE, CONSISTING OF ON-TIME DELIVERIES AND QUALITY PERFORMANCE; C)PRICE AND D)SMALL BUSINESS UTILIZATION. THE TECHNICAL APPROACH IS SLIGHTLY MORE IMPORTANT THAN RECENT, RELEVANT PAST PERFORMANCE AND EACH IS SIGNIFICANTLY MORE IMPORTANT THAN PRICE. SMALL BUSINESS UTILIZATION IS LESS IMPORTANT THAN PRICE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICED OFFEROR IF EVALUATION OF THE TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION JUSTIFIES PAYMENT OF A HIGHER PRICE.
- NOTE: SEE NARRATIVE IN SECTION L (L001), "EVALUATION FACTOR INFORMATION". FOR EVALUATION PURPOSES, PLEASE PROVIDE ACCURATE AND COMPLETE INFORMATION AS REQUESTED IN THIS CLAUSE OR YOUR OFFER MAY NOT BE CONSIDERED FOR AWARD.
3. AWARD MAY BE MADE FROM THE INITIAL OFFER, WITHOUT DISCUSSIONS. OFFERORS ARE NOT REQUIRED TO SUBMIT COST AND PRICING DATA WITH THEIR INITIAL OFFER, BUT MAY BE REQUESTED TO DO SO AT A LATER DATE IF THE CONTRACTING OFFICER DETERMINES IT TO BE NECESSARY.
 4. THE TECHNICAL DATA PACKAGES FOR THE M549A1 FUZE INCLUDES A DISTRIBUTION STATEMENT OF X. THEREFORE, DISTRIBUTION IS ONLY AUTHORIZED TO US GOVERNMENT AGENCIES AND PRIVATE INDIVIDUALS OR ENTERPRISES ELIGIBLE TO OBTAIN EXPORT-CONTROLLED TECHNICAL DATA IN ACCORDANCE WITH REGULATIONS IMPLEMENTING 10 USC 140c. A MILITARY CRITICAL TECHNICAL DATA AGREEMENT, DD FORM 2345, CERTIFIED BY DEFENSE LOGISTICS SERVICES CENTER, BATTLE CREEK, MICHIGAN, IS REQUIRED. TECHNICAL DATA PACKAGES CANNOT BE FORWARDED TO A CONTRACTOR WHO HAS NOT BEEN CERTIFIED. A COPY OF THE EXECUTED DD FORM 2345 IS REQUIRED TO BE SUBMITTED TO MR. LARRY LEAHY, AMSJM-CCA-M, WITH ANY REQUEST FOR THE TECHNICAL DATA PACKAGES. THE FORM AND ALL APPLICABLE INSTRUCTIONS CAN BE OBTAINED BY CONTACTING MS. LINDA HOWARD OR MR. ROBERT DAVIDSON AT 1-800-352-3572 OR AT THE FOLLOWING WEB SITE: www.disc.dla.mil/ccal.
 5. THE FOLLOWING ITEMS WILL BE FURNISHED AS GFM/GFE AND WILL BE PROVIDED IN SUFFICIENT QUANTITIES TO THE REQUIRED DESTINATION(S) FOR THE PRODUCTION OF THE BASIC CONTRACT QUANTITY UPON WRITTEN REQUEST TO THE PROCURING CONTRACTING OFFICER:

M55 DETONATOR, NSN: 1376-00-277-2413; P/N: 8798331
M169 CARTRIDGE CASE ASSEMBLY, NSN: 1310-01-266-9706
M129 GRENADE LAUNCHER, NSN: 1010-00-781-9953
40MM, MK19 MACHINE GUN, NSN: 1010-01-126-9063
 6. WARNING: THIS DOCUMENT CONTAINS TECHNICAL DATA FOR WHICH EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. 2751 et seq.) OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, TITLE 50, U.S.C., APP 2401 et seq. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DoD DIRECTIVE 5230.25.
 7. PRODUCTION SHALL BE IN ACCORDANCE WITH TECHNICAL DATA PACKAGE LISTING (TDPL) 12977239 DATED 30 MAY 2002 INCLUDING ENGINEERING CHANGE PROPOSALS (ECPs) R2S2013 DATED 27 AUG 2002, R2S2024 DATED 11 SEP 2002, AND R3S2040 DATED 25 FEB 2003. ALL APPROVED ECPs AND CORRESPONDING NOTICE OF REVISIONS (NORs) ARE HEREBY PROVIDED AS ATTACHMENTS (SECTION J) TO THIS SOLICITATION.
 8. THE M549A1 FUZE IS CONSIDERED TO BE A SENSITIVE AMMUNITION/EXPLOSIVE ITEM. AS A MINIMUM, SAFETY AND PHYSICAL SECURITY PRE-AWARD

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Name of Offeror or Contractor:

SURVEYS WILL BE REQUIRED. THE PHYSICAL SECURITY SURVEY WILL BE CONDUCTED BY THE COGNIZANT DEFENSE SECURITY SERVICE OFFICE. THE DEFENSE CONTRACT MANAGEMENT AGENCY WILL ARRANGE FOR A PRE-AWARD SURVEY AS PRESCRIBED IN DFARS 232.72 "SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES". IN ACCORDANCE WITH SECTION (c) OF PART 252.223-7007, A STATEMENT OF WORK THAT SPECIFIES REQUIREMENTS FOUND IN DOD 5100.76M IS ATTACHED TO THIS SOLICITATION. REFER TO ATTACHMENT 004 ENTITLED "SECURITY STATEMENT OF WORK (SOW) PHYSICAL SECURITY STANDARDS FOR DOD ARMS, AMMUNITION AND EXPLOSIVES (AA&E) AT CONTRACTOR-OWNED CONTRACTOR OPERATED (COCO) FACILITIES SECURITY RISK CATEGORY II-IV ARMS AND CATEGORY III-IV AMMUNITION AND EXPLOSIVES (A&E) (FROM DOD 5100.76M, APPENDIX 2)".

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1390-01-419-5950 NOUN: M549A1 FUZE FSCM: 19200 PART NR: 12977239 SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall Be FOB Destination</p> <p><u>Without First Article Approval</u> (Delivery of 0001AA & 0001AB Not Required)</p> <p>Delivery Shall be FOB Destination</p> <p>NOTE: DO NOT FILL IN A UNIT PRICE OR EXTENDED AMOUNT ON THE LINES NEXT TO THE QUANTITY. THE PRICES SHALL BE FILLED AT THE CLIN LEVEL ONLY.</p> <p>(End of narrative B001)</p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>																								
0001AA	<p><u>DATA ITEM</u></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> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>1</td> <td>0120</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0120				1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>293264</p> <p>NOUN: FUZE M549A1 F/M430A1 PRON: M21B0067M2 PRON AMD: 01 AMS CD: 41303222012</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21434040 W90Y62 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 100,000 0180 002 100,000 0210 003 93,264 0240</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	293264	EA	\$ _____	\$ _____
0001AC	<p><u>PRODUCTION QYANTITY WITHOUT FIRST ARTICLE</u></p> <p>293264</p> <p>NOUN: FUZE M549A1 F/M430A1 PRON: M21B0067M2 PRON AMD: 01 AMS CD: 41303222012</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21434040 W90Y62 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 100,000 0120</p>	293264	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
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	003 93,264 0180																
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0001AD	<u>PRODUCTION QUANTITY</u>	84931	EA	\$ _____	\$ _____												
	NOUN: FUZE M549A1 F/M430A1 40MM PRON: M22D0065M2 PRON AMD: 01 AMS CD: 41303222011																
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0001AH	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/M430A1 40MM PRON: WH2BOM18M2 PRON AMD: 01 AMS CD: 41303222011</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 <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52P1J22814050</td> <td>W90Y62</td> <td>M</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52P1J22814050	W90Y62	M		2	DEL REL CD	QUANTITY	DAYS AFTER AWARD				34	EA	\$ _____	\$ _____						
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0001AL	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21104040 W90Y62 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,997 0330</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: FUZE M549A1 F/ 40MM M430 PRON: WG2B0D73M2 PRON AMD: 02 AMS CD: 41303222011</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21104040 W90Y62 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,997 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	1997	EA	\$ _____	\$ _____
0001AM	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/M430 40MM PRON: WG2B1A58M2 PRON AMD: 01 AMS CD: 41303222011</p>	1498	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	<p><u>PRODUCTION QUANTITY</u></p> <p>14311</p> <p>NOUN: M549A1 FUZE F/M430 40MM PRON: J52B0A42M2 PRON AMD: 03 AMS CD: ZYA002 FMS CASE IDENTIFIER: AT-B-ZYA</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 W52PLJ21114040 W90Y62 M 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 14,311 0330</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	14311	EA	\$ _____	\$ _____
0001AQ	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>14311</p> <p>NOUN: M549A1 FUZE F/M430 40MM PRON: J52B0A42M2 PRON AMD: 03 AMS CD: ZYA002 FMS CASE IDENTIFIER: AT-B-ZYA</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 W52PLJ21114040 W90Y62 M 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 14,311 0270</p> <p>FOB POINT: Destination</p>	14311	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/M430 40MM HE PRON: W12B0E28M2 PRON AMD: 01 AMS CD: 41303222011</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21124045 W90Y62 M 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2,363 0330</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	2363	EA	\$ _____	\$ _____
0001AS	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: FUZE M549A1 F/M430 40MM HE PRON: W12B0E28M2 PRON AMD: 01 AMS CD: 41303222011</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u></p>	2363	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AT	<p>001 W52PLJ21124045 W90Y62 M 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 2,363 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/M430A1 40MM PRON: W13D0C41M2 PRON AMD: 01 AMS CD: 41303222008</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 <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PLJ30664002 W90Y62 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 4,793 0330</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	4793	EA	\$ _____	\$ _____
0001AU	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: FUZE M549A1 F/M430A1 40MM PRON: W13D0C41M2 PRON AMD: 01 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p>	4793	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AV	<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 W52PlJ30664002 W90Y62 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 4,793 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR W0LK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/40MM M430A1 PRON: 4A3D0033M2 PRON AMD: 01 AMS CD: 41303222008</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ30584002 W90Y62 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 39,361 0330 002 100,000 0360 003 47,473 0390</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR W0LK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	186834	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AW	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: FUZE M549A1 F/40MM M430A1 PRON: 4A3D0033M2 PRON AMD: 01 AMS CD: 41303222008</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ30584002 W90Y62 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 39,361 0270 002 100,000 0300 003 47,473 0330</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	186834	EA	\$ _____	\$ _____

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12977239 with revisions in effect as of 30 may 2002 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

1. PL - 9287859:

DELETE DRAWING: PL-9287859

2. DRAWING 9280924:

ADD: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE;
DISTRIBUTION IS UNLIMITED."

3. DRAWING 9280923, NOTE 2:

CHANGE:
FROM: MIL-B-117
TO: MIL-DLT-117

4. DRAWING 9287859, ZONE A3-A4 TO ZONE B3-B4, TABLE:

CHANGE:
FROM: "THE M549A1 FUZE HAS AN INTERIM HAZARD CLASSIFICATION (IHC)
WHICH EXPIRES ON 22 FEB 03. THE IHC # IS 428C-F-3053.
THIS IHC IS APPLICABLE TO THE LISTED PSN AND ID #."
TO: THE M549A1 FUZE HAS AN INTERIM HAZARD CLASSIFICATION (IHC)
WHICH EXPIRES ON 27 JAN 04. THE IHC # IS 428C-G-4027.
THIS IHC IS APPLICABLE TO THE LISTED PSN AND ID #."DRAWINGS 12944728 AND 9219876 - REPLACE QQ-P-35 WITH SAE-AMS-QQ-P-35.
(ALTERNATE: ASTM A 967)

DRAWING 12977239 - REPLACE QQ-S-766 WITH ASTM A 666.

9298131, NOTES, 4 SUGGESTED SOURCE (S) OF SUPPLY

CHANGE FROM: "ALABAMA LABELS & GRPHICS TO: "ALABAMA LABELS & GRAPHICS
22 22 FIFTH AVE. SOUTH 3005 FOURTH AVE. SOUTH
BIRMINHAM, AL 35233" BIRMINGHAM, AL 35233"CHANGE FROM: "WHITLAM LABEL CO., INC. TO: "WHITLAM LABEL CO., INC.
6000 RINKE 24800 SHERWOOD AVE.
WARREN, MICHIGAN 48091 CENTER LINE, MICHIGAN 48015

DWG 12944728 - REPLACE QQ-P-35 WITH SAE-AMS-QQ-P-35 (ALTERNATE:ASTM-A-967)

DWG 12944733 - REPLACE SPEC QQ-S-766 WITH ASTM-A666

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ALL DRAWINGS WITH NO DISTRIBUTION STATEMENT ARE DISTRIBUTION A

GFM/GFE: DRAWING NO. 8798331

(CS6100)

C-3 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAY/1993
OSC

Supplies procured under this contract are identified as SENSITIVITY CATEGORY III, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
OSC

(End of Clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

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

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

Packaging shall be in accordance with COAI 12977239 revision N/A, dated 06 SEP 95.

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

Marking shall be in accordance with 9287859, REVISION G, DATED 07 NOV 2001.

EXCEPTION:

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 operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9287859. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in palletization does not apply to this procurement.

(End of clause)

(DS6303)

D-2	52.247-4521 OSC	UNITIZATION/PALLETIZATION	MAR/1988
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(End of clause)

(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545 OSC	MIL-STD-1916	OCT/2000
E-4	52.246-4550 OSC	CRITICAL CHARACTERISTICS	JUN/2001
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(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:

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

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-6	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
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FIRST ARTICLE TEST (CONTRACTOR TESTING)
52.209-4512 OSC (MAY 1994)

a. The first article shall consist of:

THOSE ITEMS AND QUANTITIES CITED IN ITEM SPECIFICATION MIL-F-50864, WITH REVISIONS AND AMENDMENTS AS LISTED IN TDPL 12977239 DATED 03 MAY 2002.

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual 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 THROUGH THE GOVERNMENT QAR TO THE PQM (AMSJM-CDC) AND PROCURING CONTRACTING OFFICER (AMSJM-CCA-M).

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

(End of Clause)

(ES6031)

E-7	52.245-4540	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	JAN/1995
	OSC		
GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT			
52.245-4540 OSC		(JAN 1995)	

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 (30) days prior to the desired delivery date.

(a)	Item	National	Cost	Unit of
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Nomenclature	Stock Number	Quantity	Each	Issue
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MK19 Machine Gun, 40MM	1010-01-126-9063	One	Unknown	Each
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(b) Estimated Weight: Unknown

(c) Cube: Unknown

(End of Clause)

(ES6115)

E-8	52.246-4506	STATISTICAL PROCESS CONTROL (SPC) OSC
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MAY/1994

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) Z1.1, Z1.2 and Z1.3. 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 Section C. 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,

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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 parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract 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.

(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.

(End of Clause)

(ES6034)

E-9 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
OSC

MAY/1994

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.

Name of Offeror or Contractor:

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

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

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

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

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

(End of Clause)

(ES7012)

E-10	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

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-11	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
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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 be delivered to the Government as set forth in the Contract Schedule.

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

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

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

(End of Clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	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	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded _____ Yes _____ No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

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Name of Offeror or Contractor:

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

(FF6012)

F-8 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

percent increase (Contracting officer insert percentage)

percent decrease (Contracting officer insert percentage)

This increase or decrease shall apply to _____*.

(End of clause)

*Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(FF7021)

F-9 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
OSC

MAY/1993

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-2	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Operations Support Command
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Operations Support Command
ATTN: AMSJM-CDC
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-3	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY	JUN/1996
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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 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
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(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-7	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-8	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(End of clause)

(HA7503)

H-9	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whether on or off contractor or Government premises, the invitation must include the following clause:

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Name of Offeror or Contractor:

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1		*** THIS REFERENCE (IF0079) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-27	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	MAY/2001
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-39	52.233-1	DISPUTES	JUL/2002
I-40	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-41	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-42	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-45	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-46	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-47	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-50	52.248-1	VALUE ENGINEERING	FEB/2000
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999

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		RELATED FELONIES	
I-55	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-56	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-57	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-58	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-59	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-60	252.217-7000 DFARS	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)	DEC/1991
I-61	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-62	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-63	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-64	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-65	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-66	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-67	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-68	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) - ALTERNATE I (MAR 1998)	MAR/1998
I-69	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-70	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-71	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-72	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-73	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-74	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-75	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-76	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-77	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-79	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-80	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-81	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

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

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 50 percent as an evaluated option at the price(s) quoted below.

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

Name of Offeror or Contractor:

transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option 30 days prior to final delivery; or, if awarded without First Article, anytime preceding 300 calendar days after contract award including all options by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$ _____ CLIN 0001
	\$ _____ CLIN

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

(End of Clause)

(IP6080)

I-82 52.243-7 NOTIFICATION OF CHANGES JAN/2001

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

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

(End of clause)

(IP6250)

I-83 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

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

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

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

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

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

(End of Clause)

(IP6070)

I-84 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M549A1 FUZE F/M430 40MM	1390-01-419-5950	III
M55 DETONATOR	1376-00-277-2413	III
M19 MACHINE GUN 40MM	1010-01-126-9063	II

(End of clause)

(IA6200)

I-85 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 fifteen (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 thirty (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; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. 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.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

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Name of Offeror or Contractor: _____

I-86 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 Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-87 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

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

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

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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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	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423		5PG	
Attachment 001	ADDRESS CODE LIST		1PG	
Attachment 002	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		1PG	
Attachment 003	DOCUMENT SUMMARY LIST		2PG	
Attachment 004	SECURITY STATEMENT OF WORK		4PG	
Attachment 005	ACCOUNTABILITY INSTRUCTIONS STATEMENT OF WORK		1PG	
Attachment 006	GUIDANCE ON DOCUMENTATION OF CDRL		2PG	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423		1PG	
Attachment 008	DISCLOSURE OF LOBBYING ACTIVITIES - SF LLL		3PG	
Attachment 009	WARNING LABEL		1PG	
Attachment 010	LISTING OF GOVERNMENT PROPERTY		2PG	
Attachment 011	ECP/NOR R2S2013		35P	
Attachment 012	ECP/NOR R2S2024		37P	
Attachment 013	ECP/NOR R3S2040		1PG	
Attachment 014	DATA DELIVERY DESCRIPTION - ECP			
Attachment 015	DATA DELIVERY DESCRIPTION - NOR		2PG	
Attachment 016	DATA DELIVERY DESCRIPTION - RFD		4PG	

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Name of Offeror or Contractor:

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

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition is 332993.		
(2)	The small business size standard is 1500.		

(b) Representations.

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

(End of provision)

(KP6003)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

***"

(d) Taxpayer Identification Number (TIN).

- () TIN:
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
- () Partnership
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government
- () International organization per 26 CFR 1.6049-4;
- () Other

(f) Common Parent.

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

(End of Provision)

(KF7043)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

ITEM

QUANTITY

PRICE
QUOTATION

TOTAL

Name of Offeror or Contractor:

(End of provision)

(KF7003)

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

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

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

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

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

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

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

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-9 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS OCT/2000
COMPETITIVENESS DEMONSTRATION PROGRAM

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor:

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.) The Offeror represents and certifies as part of its offer that it ___ is, ___ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

(KF7048)

K-10 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES MAY/1999
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

[Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual	_____
___ 50 or fewer	___ \$1 million or less	
___ 51 - 100	___ \$1,000,001 - \$2 million	
___ 101 - 250	___ \$2,000,001 - \$3.5 million	
___ 251 - 500	___ \$3,500,001 - \$5 million	
___ 501 - 750	___ \$5,000,001 - \$10 million	
___ 751 - 1,000	___ \$10,000,001 - \$17 million	
___ over 1,000	___ over \$17 million	

(End of provision)

(KF7050)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

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

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

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

(End of provision)

(KF7019)

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MOD/AMD

Name of Offeror or Contractor:

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

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

(End of provision)

(KF7020)

K-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
DFARS

SEP/1999

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
------------------	-----------------------------

(End of Provision)_____

(KA7702)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Melanie A. Johnson

HQ, Joint Munitions Command
AMSJM-CCA-M
Rock Island, IL 61299-6000

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

(End of Provision)

(LF6021)

L-9	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit the following information for NAICS CODE 332993, NSN: 1390-01-419-5950, or similar items as part of their

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MOD/AMD

Name of Offeror or Contractor:

(LF7012)

L-16 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

EVALUATION FACTOR INFORMATION:

1. THE EVALUATION FACTORS FOR THIS ACQUISITION ARE LOCATED IN SECTION M OF THIS SOLICITATION UNDER THE CLAUSE ENTITLED "EVALUATION FACTORS FOR AWARD" (M-1).

2. INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS:

A. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

(1) ONE EXECUTED SIGNED COPY OF THE SOLICITATION AND ALL AMENDMENTS WHICH SHALL INCLUDE THE OFFEROR'S PROPOSED PRICE; AND

(2) SEPARATE VOLUMES AS FOLLOWS:

(A) VOLUME I - TECHNICAL APPROACH (4 COPIES)

(B) VOLUME II - RECENT, RELEVANT PAST PERFORMANCE (3 COPIES)

(C) VOLUME III - SMALL BUSINESS UTILIZATION (2 COPIES)

B. THE COMPLETE PROPOSAL, INCLUDING THE EXECUTED SOLICITATION, ALL AMENDMENTS, AND COPIES OF VOLUMES I, II, AND III WILL BE FORWARDED TO THE FOLLOWING ADDRESS:

U.S. ARMY JOINT MUNITIONS COMMAND
AMMUNITION CONTRACTING TEAM
ATTN: AMSJM-CCA-M/LARRY LEAHY
BLDG 350 5TH FLOOR

Name of Offeror or Contractor:

ROCK ISLAND, IL 61299-6000

II. PREPARATION FOR THE TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION VOLUMES:

- A. EACH VOLUME IS TO BE SUBMITTED SEPARATELY AND SEPARATE FROM THE EXECUTED SOLICITATION. INFORMATION INTENDED FOR THE GOVERNMENT TO CONSIDER SHALL BE CONFINED TO THAT VOLUME. OFFERORS ARE CAUTIONED THAT FAILURE TO INCLUDE THE REQUESTED INFORMATION IN THE SPECIFIED WILL RESULT IN THE INFORMATION NOT BEING CONSIDERED AND THE PROPOSAL BEING DOWNGRADED ACCORDINGLY. EACH VOLUME WILL BE TREATED INDEPENDENTLY.
- B. OFFERORS ARE CAUTIONED THAT INCORPORATED BY REFERENCE IS NOT ALLOWED. PAGE SIZE SHALL NOT EXCEED 8 1/2 BY 11 INCHES. FOLDOUT SHEETS MAY BE USED.
- C. EACH OFFEROR SHALL PREPARE ITS PROPOSAL FOLLOWING THE FORMAT SPECIFIED IN THIS SECTION.
- D. THE OFFEROR'S PROPOSAL MUST REFLECT A COMPLETE UNDERSTANDING OF THE REQUEST FOR PROPOSAL (RFP) AND DEMONSTRATE THE CAPABILITY TO PERFORM THE OVERALL EFFORT IN ACCORDANCE WITH THE REQUIREMENTS OF EACH VOLUME.
- FOR EACH FACTOR IF APPLICABLE.

INFORMATION FOR SUBCONTRACTORS IS ALSO REQUIRED

III. INFORMATION TO BE SUBMITTED FOR EACH VOLUME

A. VOLUME I - TECHNICAL APPROACH CONSISTING OF:

(1) TECHNICAL AND AUTOMATED PRODUCTION CAPABILITY

- a) A NARRATIVE DOCUMENTING TECHNICAL CAPABILITY AND PRODUCTION EXPERIENCE RELEVANT TO THE PRODUCTION REQUIREMENTS OF THE M549A1 FUZE. THE NARRATIVE MUST DOCUMENT EXPERIENCE IN THE USE OF HIGH VOLUME PRODUCTION MACHINERY NEEDED TO MEET QUALITY REQUIREMENTS AND DELIVERY DATES AS STATED IN THE SOLICITATION.
- b) PHOTOGRAPHS OF ANY EXISTING PRODUCTION EQUIPMENT THAT IS USED OR SIMILAR TO WHAT WOULD BE REQUIRED TO PRODUCE THE M549A1 FUZE
- c) REPRESENTATIVE PROCESS FLOW DIAGRAMS OF IDENTICAL, NEARLY IDENTICAL, OR SIMILAR ITEMS FOR WHICH THE OFFEROR HAS MANUFACTURING CAPABILITIES.
- d) TECHNICAL INFORMATION OF THE ITEM PRODUCED (OTHER THAN THE M549A1 FUZE) REVEALING ANY SIMILARITY OF IT TO THE M549A1 FUZE WITH RESPECT TO BOTH ASSEMBLY AND FUNCTION.
- e) A NARRATIVE DESCRIBING EXPERTISE OR EXPERIENCE WITH FUZE/AMMUNITION HANDLING, FUZE/AMMUNITION HANDLING EQUIPMENT, AND HANDLING OF EXPLOSIVES.
- f) A NARRATIVE DEMONSTRATING THE OFFEROR'S UNDERSTANDING OF TEST RANGE REQUIREMENTS INCLUDING CLEARANCES REQUIRED TO KEEP AND STORE 40MM HIGH EXPLOSIVES

(2) AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AAIE) CAPABILITY

- a) A NARRATIVE DOCUMENTING THE TECHNICAL CAPABILITY REQUIRED TO DESIGN, PRODUCE AND USE AAIE NECESSARY TO MEET THE INSPECTION REQUIREMENTS FOR PRODUCTION OF THE M549A1 FUZE.
- b) PHOTOGRAPHS OR OTHER RECORDS OF ANY EXISTING AAIE IN USE OR THAT SIMILAR IN COMPLEXITY TO WHAT IS REQUIRED TO PERFORM INSPECTION OF THE M549A1 FUZE
- c) A NARRATIVE DESCRIBING HOW AAIE WILL BE USED IN THE PRODUCTION PROCESS TO INSPECT FOR CRITICAL DEFECTS IN THE M549A1 FUZE.
- d) A NARRATIVE DESCRIBING HOW CRITICAL DEFECTS EXPERIENCED IN THE PRODUCTION PROCESS/ENVIRONMENT WILL BE CONTROLLED. THIS SHOULD INCLUDE A DESCRIPTION OF THE CALIBRATION PROCEDURES FOR THE AAIE

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AND CONTROLS TO ENSURE THAT ANY M549A1 FUZE CONTAINING A CRITICAL DEFECT IS SEGREGATED FOR CORRECTIVE ACTION. OFFERORS ARE REFERRED TO THE CRITICAL DEFECTS CLAUSE FOR FURTHER INFORMATION AND INSTRUCTION.

- e) TECHNICAL INFORMATION OF THE ITEM BEING MANUFACTURED, IF OTHER THAN THE M549A1 FUZE, SUFFICIENT TO SHOW SIMILARITY OF IT TO THE M549A1 FUZE WITH REGARDS TO ASSEMBLY, FUNCTION, AND INSPECTION REQUIREMENTS.
- f) A QUALITY SYSTEM PLAN CONSISTING OF A DESCRIPTION OF THE OFFEROR'S QUALITY CONTROL PLAN INCLUDING SUFFICIENT INFORMATION TO DEMONSTRATE HOW THE OFFEROR INTERGRATES PRODUCTION AND TECHNICAL ASPECTS (PRODUCTION CONTROL, TECHNICAL DATA, VENDOR CONTROL AND DATA) TO ASSURE A QUALITY PRODUCT FOR DELIVERY.

(3) TECHNICAL DATA MANAGEMENT

- a) A NARRATIVE DESCRIBING HOW TECHNICAL DATA DISCREPANCIES ARE MANAGED AND HOW CORRECTIVE ACTIONS ARE INITIATED.

(4) PRODUCTION PROBLEM INVESTIGATION AND RESOLUTION

- a) A NARRATIVE DESCRIBING HOW THEIR PRODUCTION CONTROL IS CAPABLE OF DETECTING PRODUCTION PROBLEMS AND HOW THE PROBLEMS ARE RESOLVED.
- b) A NARRATIVE DESCRIBING THE OFFEROR'S UNDERSTANDING OF THE DIRECT RELATIONSHIP OF PRODUCTS AND PROCESS CHARACTERISTICS TO SUCCESSFUL PERFORMANCE.
- c) A NARRATIVE DESCRIBING THE OFFEROR'S UNDERSTANDING OF FUZE/AMMUNITION HANDLING, FUZE/AMMUNITION HANDLING EQUIPMENT, AND HANDLING OF EXPLOSIVES INCLUDING THEIR ABILITY TO ACQUIRE AN APPROVED TEST RANGE AND NECESSARY CLEARANCES FOR AMMUNITION STORAGE.

(5) VENDOR CONTROL AND REQUIREMENTS FLOW-DOWN

- a) A NARRATIVE DESCRIBING HOW THEIR VENDOR CONTROL PLAN SHOWS A DEMONSTRATED ABILITY TO PROVIDE ALL REQUIREMENTS AND TO CONTROL VENDOR PRODUCT, ESPECIALLY MANAGEMENT OF NON-CONFORMING MATERIALS AND HARDWARE.

B. VOLUME II - RECENT, RELEVANT PAST PERFORMANCE:

SUPPORTING INFORMATION FOR ON-TIME DELIVERY AND QUALITY PAST PERFORMANCE SHALL INCLUDE:

- (a) A DESCRIPTION OF YOUR GOVERNMENT/COMMERCIAL CONTRACTS RECEIVED OR PERFORMED DURING THE PAST THREE YEARS PRIOR TO CLOSING OF THIS SOLICITATION. GOVERNMENT CONTRACTS ARE DEFINED AS THOSE WITH THE FEDERAL GOVERNMENT AND AGENCIES OF STATE AND LOCAL GOVERNMENTS.

(1) NAME OF CONTRACTING ACTIVITY/COMMERCIAL FIRM

(2) CONTRACT NUMBER

(3) CONTRACT TYPE (FIXED PRICE OR COST REIMBURSABLE)

(4) TOTAL CONTRACT VALUE

(5) DESCRIPTION OF WORK/NSN, PART NUMBER, NOMENCLATURE

(6) CONTRACTING OFFICER/CONTRACT MANAGER AND TELEPHONE

(7) ADMINISTRATIVE CONTRACTING OFFICER, IF DIFFERENT FROM (6), AND TELEPHONE

(8) A BRIEF SUMMARY OF EACH CONTRACT CITED, ADDRESSING THE FACTORS

Name of Offeror or Contractor:

STATED ABOVE

TO EVALUATE WHETHER EXPERIENCE CONFORMS TO THE DEFINITION OF RELEVANT, PLEASE PROVIDE: AN EXPLANATION AS TO WHY/HOW THE PROVIDED EXPERIENCE IS RELEVANT.

(1) ON-TIME DELIVERIES

a) OFFERORS SHALL PROVIDE INFORMATION ON THEIR RECENT, RELEVANT PAST PERFORMANCE IN THE AREA OF ON-TIME DELIVERY TO INCLUDE DELIVERIES MADE, DELIVERIES SCHEDULED TO BE MADE, AND DELIVERIES RESCHEDULED TO BE MADE DURING THE PERIOD OF PAST PERFORMANCE AND REASON FOR LATE OR RESCHEDULED DELIVERIES.

b) THE OFFEROR SHALL PROVIDE ALL SUPPORTING DATA FOR VERIFICATION PURPOSES CONCERNING ALL OF THE FOREGOING MENTIONED DELIVERIES EVEN THOUGH THE SUPPORTING INFORMATION MAY PRECEDE THE STATED PERIOD OF PAST PERFORMANCE.

c) FOR EACH RECENT, RELEVANT CONTRACT DELIVERY, PLEASE PROVIDE:

CONTRACT AWARD DATE: _____

CONTRACT COMPLETION DATE: _____

ORIGINAL DELIVERY DATES _____

ACTUAL DELIVERY DATES _____

(2) QUALITY PERFORMANCE

a) OFFERORS SHALL PROVIDE INFORMATION ON THEIR RECENT, RELEVANT PAST PERFORMANCE IN THE AREA OF QUALITY TO INCLUDE QUALITY DEFICIENCY REPORTS (QDRs), REQUESTS FOR WAIVER (RFWs), REQUESTS FOR DEVIATION (RFDs), LATENT DEFECTS, FIRST ARTICLE TEST FAILURES, AND LOT ACCEPTANCE TEST FAILURES, PRODUCTION PROBLEMS ENCOUNTERED AND RESOLVED, TESTING FAILURES, CUSTOMER REQUIRED CORRECTIVE ACTIONS, ETC.). SUBMISSIONS SHALL DESCRIBE THE DEFICIENCY, CORRECTIVE ACTION, AND WHEN IMPLEMENTED.

b) OFFERORS SHALL PROVIDE INFORMATION ON THEIR RECENT, RELEVANT PERFORMANCE IN THE AREA OF QUALITY ASSURANCE, INCLUDING QUALITY ASSURANCE STANDARDS APPLIED ON RECENT, RELEVANT CONTRACTS.

DEFINITIONS:

RELEVANT CONTRACT - RELEVANT IS DEFINED AS PROCURING THE SAME OR SIMILAR ITEMS, REQUIRING THE SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS, AND ABILITIES. THE OFFEROR MUST SUBMIT ALL CONTRACTS; GOVERNMENT, COMMERCIAL, FOREIGN MILITARY SALES THAT MEET THE CRITERIA OF THE DEFINITION FOR "RELEVANT".

THE CONTRACTING OFFICER RESERVES THE RIGHT TO DETERMINE WHICH CONTRACTS ARE RELEVANT, THOUGH THE CONTRACTOR MAY HIGHLIGHT THOSE THEY FEEL BEST EXHIBIT THE SAME/SIMILAR PROCESSES, SKILLS, AND ABILITIES.

RECENT CONTRACT - FOR THE PURPOSES OF PAST PERFORMANCE EVALUATION, A RECENT CONTRACT IS ONE THAT MEETS THE FOLLOWING TIME STANDARDS:

- 1) OCCURRING WITHIN THE PAST THREE YEARS PRIOR TO THE SOLICITATION'S INITIAL CLOSING DATE UP UNTIL DATE OF AWARD OR
- 2) AWARDED MORE THAN THREE YEARS PRIOR TO CLOSING DATE, BUT FOR WHICH DELIVERIES OCCURRED OR WERE SCHEDULED TO OCCUR WITHIN THE THREE YEAR PERIOD PRIOR TO THE

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CLOSING OF THIS SOLICITATION, AND/OR 3) CONTRACTS SUBSEQUENT TO THE CLOSING DATE. THE OFFEROR MUST SUBMIT ALL CONTRACTS; GOVERNMENT, COMMERCIAL, FOREIGN MILITARY SALES THAT MEET THE CRITERIA OF THE DEFINITION FOR "RECENT".

THE GOVERNMENT RESERVES THE RIGHT TO USE ANY MEANS AVAILABLE TO DETERMINE THE PAST PERFORMANCE RATING FOR THE OFFEROR. THE GOVERNMENT ALSO RESERVES THE RIGHT TO DETERMINE WHETHER AN ITEM IS THE SAME OR SIMILAR AND IDENTICAL OR NEARLY IDENTICAL.

C. VOLUME III - SMALL BUSINESS UTILIZATION

1. ALL OFFEROR'S (SMALL, LARGE AND FOREIGN) ARE REQUIRED TO IDENTIFY THE EXTENT TO WHICH THE FOLLOWING SMALL BUSINESS AND EDUCATIONAL INSTITUTIONS WILL BE UTILIZED IN THE CONTRACT:

- a) SMALL BUSINESSES (SBs) VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB), SMALL DISADVANTAGED BUSINESSES (SDBs), WOMEN-OWNED SMALL BUSINESSES (WOSBs), HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESSES, HEREINAFTER REFERRED TO AS SB; AND
- b) HISTORICALLY BLACK COLLEGES, UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MI'S).

2. FOR SMALL BUSINESSES, AS IDENTIFIED BY THE SIZE STANDARD FOR NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION.

3. SMALL BUSINESS UTILIZATION

- a) THE OFFEROR IS TO PROVIDE NAMES, PRODUCTS/SERVICES AND ESTIMATED DOLLAR VALUE AND TYP OF SB AND HBCU/MI'S WHO WOULD PARTICIPATE IN THE PROPOSED CONTRACT IN THE FORMAT BELOW:

SB TYPE ESTIMATED VALUE PRODUCT/SERVICE COMPANY NAME TOTAL SB \$

- b) LARGE BUSINESS OFFERORS, WHERE FAR 52.219-9 APPLIES, SHALL IDENTIFY THE TOTAL SUBCONTRACTING DOLLARS.
- c) REALISM - ALL OFFERORS ARE TO PROVIDE A DETAILED DESCRIPTION OF THEIR METHODS USED TO PROMOTE AND UTILIZE SMALL BUSINESS, AS PRESCRIBED BY FAR 52.219-8, IN CONTRACTS PERFORMED WITHIN THREE YEARS PRIOR TO THE INITIAL SOLICITATION CLOSING DATE FOR THE SAME OR SIMILAR ITEMS:
 - (i) A DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SMALL BUSINESS UTILIZATION, AND;
 - (ii) A DESCRIPTION OF THE INTERNAL METHODS USED TO MONITOR SMALL BUSINESS UTILIZATION.
 - (iii) LARGE BUSINESS OFFERORS SHALL DOCUMENT THEIR PERFORMANCE, USING INFORMATION AS PRESCRIBED BY FAR 52.219-9 "SMALL BUSINESS SUBCONTRACTING PLAN", IN CONTRACTS WITHIN THREE YEAR PRIOR TO THE INITIAL SOLICITATION CLOSING DATE, FOR THE SAME OR SIMILAR ITEMS. THIS DOCUMENTATION SHALL INCLUDE THEIR ACTUAL PERFORMANCE IN UTILIZING SB AND HBCU/MI CONTRACTORS. THE DOCUMENTATION SHALL INCLUDE THE FINAL OR MOST RECENT SF 294 FOR EACH RELEVANT CONTRACT. IF THE LARGE BUSINESS PROPOSES SUBSTANTIALLY DIFFERENT SMALL BUSINESS UTILIZATION THAN EXPERIENCED ON SIMILAR WORK IN

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THE PAST, THEY MUST EXPLAIN HOW THEY WILL ACCOMPLISH THAT HIGHER/LOWER PROPOSED LEVEL. LARGE BUSINESS THAT HAVE NOT HAD A CONTRACT IN THE PAST THREE YEARS INCORPORATING FAR CLAUSE 52.219-9, SHALL SO STATE.

D. VOLUME IV - PRICE

THE PRICE IS TO BE SUBMITTED AS DIRECTED IN ACCORDANCE WITH THE H, I, AND M.

NARRATIVE UNDER SECTION B AND SECTION E, F,

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

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

The following are the evaluation factors for award:

NOTE: FOR CLARIFICATION PURPOSES, THE ITEMS LISTED UNDER EACH NON-PRICE FACTOR (TECHNICAL APPROACH; RECENT, RELEVANT PAST PERFORMANCE; AND SMALL BUSINESS UTILIZATION) ARE CONSIDERED TO BE OVERALL CHARACTERISTICS OF THE FACTOR AND WILL NOT BE RATED SEPARATELY.

TECHNICAL APPROACH INCLUDES THE FOLLOWING CHARACTERISTICS: TECHNICAL AND AUTOMATED PRODUCTION CAPABILITY, AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AAIE) CAPABILITY, QUALITY CONTROL, TECHNICAL DATA MANAGEMENT, PRODUCTION PROBLEM INVESTIGATION AND RESOLUTION AND VENDOE CONTROL AND REQUIREMENTS FLOW-DOWN.

RECENT, RELEVANT PAST PERFORMANCE INCLUDES THE FOLLOWING CHARACTERISTICS: ON-TIME DELIVERIES AND QUALITY PERFORMANCE. THE GOVERNMENT WILL EVALUATE ALL RELEVANT QUALITY ISSUES THAT IT DISCOVERS DURING THE PERIOD OF RECENT PERFORMANCE, REGARDLES OF WHEN THE ACTUAL DELIVERY WAS MADE.

IN CONDUCTING THE PAST PERFORMANCE EVALUATION, THE GOVERNMENT MAY USE INFORMATION PROVIDED BY THE OFFEROR IN ITS PROPOSAL AND INFORMATION OBTAINED FROM OTHER SOURCES. THE GOVERNMENT MAY NOT INTERVIEW ALL OF THE SOURCES PROVIDED BY THE OFFERORS.

SMALL BUSINESS UTILIZATION

1. THE GOVERNMENT WILL EVALUATE ALL OFFERORS (SMALL, LARGE, FOREIGN) PROPOSED UTILIZATION OF:

- a. SMALL BUSINESS (SB)
- b. SMALL DISADVANTAGED BUSINESS (SDB)
- c. WOMEN-OWNED SMALL BUSINESS (WOSB)
- d. VETERAN-OWNED SMALL BUSINESS (VOSB)
- e. SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- f. HISTORICALL UNDERUTILIZED BUSINESS ZONE SMALL BUSINESS (HUBZone) HERINAFTER ALL TO BE REFERRED TO AS SB; AND
- g. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES.MINORITY INSTITUTIONS (HBCU/MI)

2. FOR SMALL BUSINESSES, AS IDENTIFIED BY THE SIZE STANDARD FOR THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION.

3. THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH AN OFFEROR IDENTIFIES AND COMMITS TO UTILIZING SB AND HBCU/MI IN THE PERFORMANCE OF THE PROPOSED CONTYRACT AS WELL AS HOW WELL IT WAS PERFORMED IN THIS REGARD IN THE PAST. SUCH UTILIZATION MAY BE AS THE CONTRACTOR, A SUBCONTRACTOR, OR AS A MEMBER OF A JOINT VENTURE OR TEAMING ARRANGEMENT. THE ELEMENTS TO BE EVALUATED ARE:

- (a) COMPLEXITY OF SPECIFIC PRODUCTS OR SERVICES THAT THEY WILL BE PROVIDED BY THOSE SB'S AND HBCU/MI'S.
- (b) ESTIMATED TOTAL DOLLAR AMOUNT TO SMALL BUSINESS, AS WELL AS IN EACH OF THE SMALL BUSINESS CATEGORIES AND HBCU/MI'S.

(c) REALISM - THE GOVERNMENT WILL EVALUATE THE OFFEROR'S ACTUAL PAST PERFORMANCE IN ACHIEVING THE PROPOSED SMALL BUSINESS UTILIZATION ON CONTRACTS PERFORMED WITHIN THREE YEARS PRIOR TO THE INITIAL SOLICITATION CLOSING DATE FOR SAME OR SIMILAR ITEMS TO ASSESS THE REALISM OF PROPOSED SMALL BUSINESS UTILIZATION. THIS EVALUATION WILL INCLUDE AN ASSESSMENT OF:

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(i) THE OFFEROR'S PERFORMANCE AS PRESCRIBED BY FEDERAL ACQUISITION REGULATION (FAR) CLAUSE 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS", SB'S AND HBCU/MI'S ARE REMINDED TO INCLUDE THEIR OWN PERFORMANCE ON THEIR CONTRACTS.

(ii) FOR LARGE BUSINESS OFFERORS, THEIR PERFORMANCE AS PRESCRIBED BY FAR 52.219-9, "SMALL BUSINESS SUBCONTRACTING PLAN". THIS INCLUDES EVALUATION OF THE OFFEROR ACTUAL PERFORMANCE IN MEETING SB AND HBCU/MI SUBCONTRACTING GOALS. LARGE BUSINESS THAT HAVE NOT HELD A CONTRACT IN THE PAST THREE YEARS THAT INCLUDED FAR 52,219-9, WILL BE EVALUATED AGAINST FAR 52.219-8 ONLY.

(iii) OFFERORS WITHOUT A RECORD OF PAST PERFORMANCE WILL NOT BE CONSIDERED FAVORABLY OR UNFAVORABLY IN DEVELOPING A REALISM ASSESSMENT. THE FACT THAT THE OFFEROR HAS NO PAST PERFORMANCE WILL BE NOTED FOR THE SOURCE SELECTION AUTHORITY.

PRICE: THE PROPOSED PRICE WILL BE EVALUATED IN ACCORDANCE WITH SECTION B (WITH AND WITHOUT FIRST ARTICLE, FOB DESTINATION, WITH A 50% EVALUATED OPTION FOR ONE YEAR), AND WILL BE ADJUSTED FOR GOVERNMENT FURNISHED EQUIPMENT(GFE) USAGE, IF APPLICABLE, AND TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL(GFM)/TEST EQUIPMENT, (SEE SECTIONS B, E, F, H, I, AND M). PRICE WILL BE EVALUATED USING THE FOLLOWING FORMULA. BASIC UNIT PRICE TIMES BASIC QUANTITY PLUS THE SUM OF THE EVALUATED OPTION QUANTITY TIMES THE EVALUATED OPTION UNIT PRICE, ADJUSTED FOR USE OF GFE AND TRANSPORTATION OF GFM/TEST EQUIPMENT EQUALS THE TOTAL EVALUATED CONTRACT AMOUNT.

THE TECHNICAL APPROACH IS SLIGHTLY MORE IMPORTANT THAN RECENT, RELEVANT PAST PERFORMANCE AND EACH IS SIGNIFICANTLY MORE IMPORTANT THAN PRICE. TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. SMALL BUSINESS UTILIZATION IS LESS IMPORTANT THAN PRICE.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICED OFFEROR IF EVALUATION OF THE TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION JUSTIFIES PAYMENT OF A HIGHER PRICE.

THE GOVERNMENT RESERVES THE RIGHT TO DETERMINE WHETHER AN ITEM IS THE SAME OR SIMILAR AND IDENTICAL OR NEARLY IDENTICAL.

(End of Provision)

(MP6012)

M-2 9.306(C) FIRST ARTICLE APPROVAL SEP/1995

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MP7007)

M-3 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998
DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

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Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

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(End of provision)

(MA7700)

M-4 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
OSC RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:___months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

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TxRxPxS = C
Q

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)

M-5 42.1501-4500 PERFORMANCE EVALUATION CRITERIA
 OSC

OCT/1999

(End of Provision)

(MS7015)