

2. Amendment/Modification No. 0005	3. Effective Date 2004MAR26	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W52P1J HQ AFSC AMSFS-CCA-M LARRY LEAHY (309)782-3723 ROCK ISLAND, IL 61299-6000 BLDG 350 EMAIL: LEAHL@OSC.ARMY.MIL	7. Administered By (If other than Item 6) Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/> SCD <input type="checkbox"/> PAS <input type="checkbox"/> ADP PT	9A. Amendment Of Solicitation No. DAAA09-03-R-0002 9B. Dated (See Item 11) 2003JUL16 10A. Modification Of Contract/Order No. 10B. Dated (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. 2004APR26 03:45pm

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) FMS REQUIREMENT

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ (Signature of Contracting Officer)
	16C. Date Signed

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

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PIIN/SIIN DAAA09-03-R-0002

MOD/AMD 0005

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: M549A1 FUZE

NSN: 1390-01-419-5950

1. THE PURPOSE OF THIS AMENDMENT IS TO REINSTATE SOLICITATION DAAA09-03-R-0002 (RESOLICITATION) TO ESTABLISH A REQUEST FOR PROPOSAL FOR A REVISED QUANTITY OF 905,186 EACH M549A1 FUZES. THE RESOLICITATION WILL ALSO INCLUDE A 100 PERCENT EVALUATED OPTION PROVISION AND IS RESTRICTED TO U.S. AND CANADIAN SOURCES IN ACCORDANCE WITH FAR 6.302-3.

2. CONTRACT LINE ITEM NUMBER (CLIN) 0001 WILL NOT BE USED. CLIN 0002 REPRESENTS 60 PERCENT OF THE TOTAL CONTRACT QUANTITY. CLIN 0003 REPRESENTS 40 PERCENT OF THE TOTAL CONTRACT QUANTITY.

3. THE PROPOSED EVALUATED OPTION PRICES SHALL BE INSERTED IN THE ATTACHED AND REVISED CLAUSE IF6080.

4. THIS SOLICITATION IS BEING REINSTATED AND AMENDED TO ACQUIRE THE ABOVE STATED QUANTITY OF M549A1 FUZES. THE EXACT QUANTITY AWARDED FROM THIS SOLICITATION MAY BE INCREASED OR DECREASED BY 10 PERCENT PER LINE ITEM, WITHOUT DISCUSSIONS, AT THE UNIT PRICES OFFERED, PRIOR TO AWARD. THE SOLICITATION IS RESTRICTED TO U.S. AND CANADIAN SOURCES FOR THIS REVISED QUANTITY. IN ACCORDANCE WITH FAR 52.215-1, "TITLED INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (1/2001)", OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION SHALL BE IN TERMS OF U.S. DOLLARS. OFFERS RECEIVED OTHERWISE SHALL NOT BE CONSIDERED. THE SOLICITATION REQUESTS PRICES WITH FIRST ARTICLE TESTING ON AN FOB DESTINATION BASIS. A 100% PERCENT EVALUATED OPTION IS INCLUDED. A 60/40 SPLIT AWARD WILL BE MADE TO THE TWO LOWEST PRICE OFFERORS (EVALUATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SECTION M) WHOSE APPROACH IS TECHNICALLY ACCEPTABLE. TECHNICAL ACCEPTABILITY IS SPECIFICALLY ADDRESSED IN THE REVISED SECTIONS L AND M STATED HEREIN.

5. THE LOW PRICE, TECHNICALLY ACCEPTABLE TECHNIQUE WILL BE USED TO SELECT THE MOST ADVANTAGEOUS TWO OFFERS TO THE GOVERNMENT ON A 60/40 SPLIT AWARD BASIS. TECHNICAL ACCEPTABILITY WILL BE BASED ON AN EVALUATION OF THE OFFERORS' TECHNICAL PLAN/APPROACH. OFFERORS WILL BE REQUIRED TO ADDRESS SPECIFIC CAPABILITIES TO INCLUDE THE USE OF MANUAL/AUTOMATED PRODUCTION EQUIPMENT; THE ABILITY TO MEET SPECIFIC SCHEDULE REQUIREMENTS; THE HANDLING AND STORAGE OF AMMUNITION, WEAPONS AND ENERGETIC MATERIALS; CAPABILITY TO ACCESS TEST FACILITIES; CAPABILITIES FOR STORING AND MAINTAINING EQUIPMENT AND WEAPONS; PRODUCTION/PROCESS CONTROL CHARACTERISTICS; ABILITY TO IDENTIFY AND CONTROL CRITICAL DEFECTS; AND MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT CAPABILITIES.

NOTE: SEE NARRATIVE IN THE REVISED SECTION L (L001), TITLED "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. IT IS FURTHER EMPHASIZED THAT EACH OFFEROR IS REQUIRED TO PREPARE THEIR PROPOSAL FOLLOWING THE FORMAT ALSO SPECIFIED IN THIS CLAUSE.

6. THE REVISED "CRITICAL CHARACTERISTICS" CLAUSE IS HEREBY INCORPORATED IN FULL TEXT AS CLAUSE ES7500.

7. AWARD MAY BE MADE WITHOUT DISCUSSIONS. OFFERORS ARE NOT REQUIRED TO SUBMIT COST AND PRICING DATA WITH THEIR OFFER, BUT MAY BE REQUESTED TO DO SO AT A LATER DATE IF THE CONTRACTING OFFICER DETERMINES IT TO BE NECESSARY.

8. THE TECHNICAL DATA PACKAGE FOR THE M549A1 FUZE INCLUDES A DISTRIBUTION STATEMENT OF X. THEREFORE, DISTRIBUTION IS ONLY AUTHORIZED TO U.S. GOVERNMENT AGENCIES AND PRIVATE INDIVIDUALS OR ENTERPRISES ELIGIBLE TO OBTAIN EXPORT-CONTROLLED TECHNICAL DATA. 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, AMSFS-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.

9. 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.

10. THE FOLLOWING ITEMS WILL BE FURNISHED AS GFM AND WILL BE PROVIDED IN SUFFICIENT QUANTITIES TO THE REQUIRED DESTINATION (S) FOR PRODUCTION OF THE BASIC CONTRACT QUANTITY UPON WRITTEN REQUEST TO THE PROCURING CONTRACTING OFFICER: M55 DETONATOR, NSN: 1376-00-277-2413, P/N: 8798331, AND M169 CARTRIDGE CASE ASSEMBLY, NSN: 1310-01-266-9706.

11. THE FOLLOWING TEST EQUIPMENT ITEM WILL BE FURNISHED AS GFE TO SUPPORT FIRST ARTICLE RELIABILITY, AND/OR ACCEPTANCE TESTS: MK19 MACHINE GUN, 40MM, NSN: 1010-01-126-9063

12. PRODUCTION SHALL BE IN ACCORDANCE WITH TECHNICAL DATA PACKAGE LISTING (TDPL) 12977239 DATED 30 MAY 2002 INCLUDING THE TDPL REVISIONS PROVIDED BY AMENDMENTS 0003 AND 0004 DATED 08 AUG 2003 AND 19 AUG 2003 RESPECTIVELY.

13. AS STATED IN PARAGRAPH 8 OF THE SOLICITATION NARRATIVE, AS A MINIMUM, SAFETY AND PHYSICAL PRE-AWARD SURVEYS WILL BE REQUIRED FOR THE TWO SUCCESSFUL OFFERORS. THE PHYSICAL SECURITY SURVEY WILL BE ARRANGED AND CONDUCTED IN ACCORDANCE WITH ALL PREVIOUSLY PROVIDED INSTRUCTIONS.

14. SECTION L CLAUSE TITLED "EVALUATION FACTOR INFORMATION" (NARRATIVE L 001) IS HEREBY REVISED TO READ AS FOLLOWS:

Name of Offeror or Contractor:

1. THE EVALUATION FACTORS FOR THIS RESOLICITATION ARE LOCATED IN REVISED CLAUSE M-1 (MF6012) TITLED "EVALUATION FACTORS FOR AWARD".

A. GENERAL GUIDANCE FOR SUBMISSION OF PROPOSAL DATA (INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS):

(1). PROPOSALS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS. DEVIATIONS FROM THESE INSTRUCTIONS MAY RESULT IN YOUR PROPOSAL BEING CONSIDERED INADEQUATE FOR EVALUATION PURPOSES. PROPOSALS THAT DO NOT CONTAIN THE INFORMATION REQUESTED IN THIS DOCUMENT RISK BEING DETERMINED UNACCEPTABLE BY THE GOVERNMENT.

(2). A COMPLETE PROPOSAL, INCLUDING THE EXECUTED SOLICITATION AND ALL AMENDMENTS ALONG WITH ALL COPIES OF THE REQUIRED VOLUMES, SHALL BE SUBMITTED TO THE GOVERNMENT AT THE ADDRESS STATED BELOW NO LATER THAN THE DATE AND TIME SPECIFIED IN THIS SOLICITATION AMENDMENT.

U.S. ARMY FIELD SUPPORT COMMAND
AMMUNITION CONTRACTING TEAM
ATTN: AMSFS-CCA-M/LARRY LEAHY
BLDG. 350 5TH FLOOR
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6500

(3). ALL DATA MUST BE SUBMITTED IN HARDCOPY AND/OR CD ROM AS REQUESTED IN PARAGRAPH B(1) BELOW. FAXES ARE NOT ACCEPTABLE.

(4). THE PROPOSAL MUST CLEARLY AND CONVINCINGLY COMMUNICATE THE CAPABILITY OF THE OFFEROR TO PERFORM THE WORK REQUIRED AS DESCRIBED IN THIS RFP/AMENDMENT. IT MUST ALSO CLEARLY INDICATE THAT THE OFFEROR HAS A THOROUGH UNDERSTANDING OF THE REQUIREMENTS AND IS ABLE AND WILLING TO DEVOTE THE NECESSARY RESOURCES TO MEET THE PRODUCTION SCHEDULE WITH A PRODUCT THAT CONFORMS TO THE REQUIREMENTS STATED HEREIN. STATEMENTS THAT MERELY REPEAT THE SOLICITATION REQUIREMENTS ARE UNACCEPTABLE.

(5). FOR THE PURPOSES OF THIS RFP/AMENDMENT, THE TERM "OFFEROR" INCLUDES ALL TEAM OR JOINT VENTURE ARRANGEMENTS AND ALL MAJOR SUBCONTRACTORS.

(6). THE GOVERNMENT WILL NOT REIMBURSE OFFERORS FOR INCURRED COSTS ASSOCIATED WITH THE PREPARATION OF PROPOSALS.

B. PROPOSAL SUBMISSION GUIDANCE:

(1) OFFERORS SHALL SUBMIT THE WRITTEN PORTIONS OF THEIR PROPOSAL IN SEPARATE VOLUMES AS FOLLOWS:

(a) VOLUME I - TECHNICAL PLAN/APPROACH (4 PAPER COPIES AND 1 ELECTRONIC COPY (CD ROM) WITH PROPOSAL SUBMISSION)
SUBFACTORS SHOULD BE ADDRESSED IN THE ORDER STATED BELOW

(b) VOLUME II - PRICE (2 PAPER COPIES WITH PROPOSAL SUBMISSION)

(2) ALL INFORMATION PERTAINING TO A PARTICULAR VOLUME SHALL BE CONFINED TO THAT VOLUME. OFFERORS ARE CAUTIONED THAT FAILURE TO INCLUDE THE REQUESTED INFORMATION IN THE SPECIFIED VOLUME WILL RESULT IN THE INFORMATION NOT BEING CONSIDERED AND THE PROPOSAL BEING CONSIDERED UNACCEPTABLE. EACH VOLUME WILL BE TREATED INDEPENDENTLY.

C. EVALUATION FACTORS/SUBFACTORS:

(1) VOLUME I - TECHNICAL PLAN/APPROACH

Name of Offeror or Contractor:

NOTICE: AN OFFEROR'S PROPOSAL MUST FULLY ADDRESS EACH OF THE SUBFACTORS DELINEATED BELOW AND MUST PROVIDE EVIDENCE OF THE OFFEROR'S CAPABILITIES WITH RESPECT TO EACH SUBFACTOR. IN ORDER FOR AN OFFEROR'S TECHNICAL PLAN/APPROACH TO BE RATED AS ACCEPTABLE, EACH SUBFACTOR IDENTIFIED BELOW MUST RECEIVE AN ACCEPTABLE RATING.

a) SUBFACTOR A: USE OF MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT.

THE OFFEROR'S PROPOSAL SHALL DESCRIBE MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT, CURRENTLY AVAILABLE OR PLANNED TO BE USED TO PRODUCE M549A1 FUZES. THESE DESCRIPTIONS SHALL INCLUDE DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY BEING USED, OR PLANNED TO BE USED, TO PRODUCE THE M549A1 FUZE. THESE DESCRIPTIONS SHALL IDENTIFY, AS A MINIMUM, THE PRODUCTION RATE AND THE CAPABILITY OF EQUIPMENT TO PRODUCE AND MAINTAIN THE TOLERANCES REQUIRED IN THE TECHNICAL DATA PACKAGE. IN ADDITION, THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE THAT THE OFFEROR WILL MEET THE DELIVERY SCHEDULE REQUIREMENTS SPECIFICALLY STATED IN SOLICITATION AMENDMENT 0005 TO THIS RFP, INCLUDING LEAD-TIMES FOR OBTAINING ALL MATERIALS, EQUIPMENT, AND TOOLING, LEAD-TIMES FOR EQUIPMENT AND TOOLING SET-UP, LEAD-TIMES FOR TRAINING, AND ALL OTHER LEAD-TIMES OR MILESTONES REQUIRED PRIOR TO SUBMISSION OF BOTH THE FIRST ARTICLE TEST AND PRODUCTION QUANTITY DELIVERIES.

b) SUBFACTOR B: ABILITY TO HANDLE AND STORE AMMUNITION, WEAPONS, AND ENERGETIC MATERIALS.

THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE OF THE OFFEROR'S POSSESSION OF, OR PLAN TO OBTAIN, ANY LOCAL, STATE OR FEDERAL PERMITS, APPROVALS OR CLEARANCES REQUIRED TO HANDLE AND STORE AMMUNITION, WEAPONS, AND ENERGETIC MATERIALS. THIS EVIDENCE SHALL INCLUDE, AS A MINIMUM, COPIES OF PERMITS, APPROVALS OR CLEARANCES AND/OR A DESCRIPTION (s) OF THE PROCEDURES AND TIME SCHEDULES REQUIRED TO OBTAIN THE PERMITS, APPROVALS OR CLEARANCES IN ORDER TO MEET RFP QUANTITY AND SCHEDULE REQUIREMENTS.

c) SUBFACTOR C: ABILITY TO OBTAIN ACCESS TO AND USE TEST FACILITIES.

THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE OF THE OFFEROR'S ACCESS, OR PLAN FOR ACCESS AND USE OF, TEST FACILITIES TO PERFORM MATERIALS, ENVIRONMENTAL AND/OR BALLISTIC TESTING REQUIRED BY THE TECHNICAL DATA PACKAGE. THE EVIDENCE SHALL DESCRIBE THE OFFEROR'S PLAN TO STORE AND MAINTAIN TEST EQUIPMENT AND WEAPONS, SHALL INCLUDE COPIES OF PERMITS AND/OR CORRESPONDENCE DOCUMENTING THE PLANNING TO OBTAIN TIMELY ACCESS TO TEST FACILITIES, SHALL INCLUDE THE PLANS TO STORE AND MAINTAIN EQUIPMENT AND WEAPONS AND INCLUDE DESCRIPTIONS OF THE EXISTING OR PLANNED TEST FACILITIES PHYSICAL LAYOUT.

d) SUBFACTOR D: CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS

THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE OF THE OFFEROR'S CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS (EXAMPLE: DIMENSIONS, MATERIAL PROPERTIES, COLOR, FINISH, ETC.) AND PROCESS PARAMETERS (EXAMPLE: MACHINE SPEEDS, FEEDS, PRESSURE, POSITION, TIME, ETC.) IN ORDER TO CONSISTENTLY MEET OR EXCEED THE RFP REQUIREMENTS. THIS EVIDENCE SHALL INCLUDE, AS A MINIMUM, RESULTS OF PROCESS CAPABILITY STUDIES AND/OR PROVE-OUTS CONDUCTED ON PRODUCTION EQUIPMENT USED OR PLANNED TO BE USED TO PRODUCE THE M549A1 FUZE. THESE STUDY RESULTS MUST INCLUDE, AS A MINIMUM,

Name of Offeror or Contractor:

PROCESS CAPABILITY (Cp), PROCESS CAPABILITY INDEX (Cpk), STATISTICAL QUALITY CONTROL METRICS, CYCLING OF MASTER SAMPLES (KNOWN DEFECTIVES).

e) SUBFACTOR E: USE OF MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE/AAIE)

THE OFFEROR'S PROPOSAL SHALL DESCRIBE MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE/AAIE), CURRENTLY USED OR PLANNED, THAT WILL ASSURE THAT THE RFP QUALITY REQUIREMENTS ARE MET. THESE DESCRIPTIONS SHALL INCLUDE, AS A MINIMUM, PROCEDURES FOR PREVENTING AND CONTROLLING/HANDLING CRITICAL (SAFETY) DEFECTS, DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY USED, OR PLANNED, TO PRODUCE THE M549A1. THESE DESCRIPTIONS SHALL IDENTIFY, AS A MINIMUM, THE INSPECTION RATE, EQUIPMENT EFFECTIVENESS METRICS (EXAMPLE: THE EXPECTED ESCAPE RATE OF DEFECTIVES FROM THE EQUIPMENT), THE CAPABILITY OF THE EQUIPMENT TO PERFORM INSPECTIONS IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE REQUIREMENTS AND TO ASSURE THAT THE M549A1 FUZES MEET OR EXCEED RFP QUANTITY AND SCHEDULE REQUIREMENTS.

(2) VOLUME II - PRICE

VOLUME II SHALL ADHERE TO THE TERMS AND CONDITIONS OF SOLICITATION AMENDMENT 0005. THE OFFEROR'S PRICE PROPOSALS SHALL BE STATED IN CURRENT U.S. DOLLARS. VOLUME II SHALL CONTAIN THE OFFEROR'S PRICE PROPOSALS FOR BOTH 60 PERCENT AND 40 PERCENT OF THE ESTIMATED QUANTITY SET FORTH IN SOLICITATION AMENDMENT 0005 (INCLUDING A 100 PERCENT EVALUATED OPTION). THE GOVERNMENT DESIRES TO MAKE TWO AWARDS AND MAY DEEM THE PAYMENT OF A PREMIUM AS IN THE BEST INTEREST OF THE GOVERNMENT. THE ACCEPTABLE OFFEROR PROVIDING THE LOWEST EVALUATED PRICE FOR THE 60 PERCENT PORTION WILL BE AWARDED THE 60 PERCENT PORTION OF THIS REQUIREMENT AND WILL THEN BE INELIGIBLE TO RECEIVE THE 40 PERCENT PORTION. THE ACCEPTABLE OFFEROR PROVIDING THE LOWEST EVALUATED PRICE FOR THE 40 PERCENT PORTION WILL BE AWARDED THE 40 PERCENT PORTION OF THIS REQUIREMENT. IF THE COMBINATION OF BOTH AWARDS IS NOT THE LOWEST OVERALL COST TO THE GOVERNMENT, THE GOVERNMENT RESERVES THE RIGHT TO NEGOTIATE THE PRICE FOR THE 40 PERCENT QUANTITY (OR TO REQUEST COST AND PRICING DATA).

15. SECTION M CLAUSE M-1 TITLED "EVALUATION FACTORS FOR AWARD" IS HEREBY REVISED TO READ AS FOLLOWS:

EVALUATION GUIDANCE (SECTION M - EVALUATION FACTORS FOR AWARD):

A. GENERAL GUIDANCE:

(1) OFFERS WILL BE EVALUATED AGAINST THE CRITERIA SET FORTH BELOW. THE TECHNICAL EVALUATION TEAM WILL PREPARE A DETAILED WRITTEN EVALUATION OF EACH OFFEROR'S TECHNICAL PLAN/APPROACH, VOLUME I, ADDRESSING WHETHER THE OFFER INCLUDES THE INFORMATION AND SUPPORTING DATA REQUIRED FOR EACH OF THE SUBFACTORS. THE TECHNICAL EVALUATION TEAM SHALL THEN ASSIGN A CONSENSUS RATING (ACCEPTABLE/UNACCEPTABLE) TO EACH VOLUME I SUBFACTOR BASED ON THE INFORMATION AND SUPPORTING DATA PROVIDED. ANY AREAS OF THE OFFER REQUIRING CLARIFICATION WILL BE REFERRED TO THE CONTRACTING OFFICER FOR RESOLUTION.

(2) THE SOURCE SELECTION AUTHORITY SHALL MAKE THE FINAL DETERMINATION OF TECHNICAL ACCEPTABILITY/UNACCEPTABILITY OF EACH PROPOSAL AND SHALL SELECT THE LOWEST PRICE TECHNICALLY ACCEPTABLE PROPOSALS.

(3) VOLUME II - PRICE - WILL BE EVALUATED ONLY FOR THOSE OFFERORS WHOSE VOLUME I - TECHNICAL PLAN/APPROACH IS DEEMED TO BE TECHNICALLY ACCEPTABLE.

Name of Offeror or Contractor:**B. EVALUATION FACTORS/SUBFACTORS FOR AWARD:****(1) VOLUME I - TECHNICAL PLAN/APPROACH**

NOTICE: AN OFFEROR'S PROPOSAL MUST FULLY ADDRESS EACH OF THE SUBFACTORS DELINEATED BELOW AND MUST PROVIDE SPECIFIED DOCUMENTATION WITH RESPECT TO EACH SUBFACTOR. IN ORDER FOR AN OFFEROR'S TECHNICAL PLAN/APPROACH TO BE RATED AS ACCEPTABLE, EACH SUBFACTOR IDENTIFIED BELOW MUST RECEIVE AN ACCEPTABLE RATING.

a) SUBFACTOR A: USE OF MANUAL AND/OR AUTOMATED PRODUCTION INSPECTION EQUIPMENT

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST DESCRIBE MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT, CURRENTLY AVAILABLE OR PLANNED TO BE USED TO PRODUCE M549A1 FUZES. THESE DESCRIPTIONS MUST INCLUDE DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY BEING USED, OR PLANNED TO BE USED, TO PRODUCE THE M549A1. THESE DESCRIPTIONS MUST IDENTIFY, AS A MINIMUM, THE PRODUCTION RATE AND THE CAPABILITY OF EQUIPMENT TO PRODUCE AND MAINTAIN THE TOLERANCES REQUIRED IN THE TECHNICAL DATA PACKAGE. IN ADDITION, THE OFFEROR'S PROPOSAL MUST PROVIDE EVIDENCE THAT THE OFFEROR WILL MEET THE DELIVERY SCHEDULE REQUIREMENTS SPECIFICALLY STATED IN SOLICITATION AMENDMENT 0005 TO THIS RFP, INCLUDING LEAD-TIMES FOR OBTAINING ALL MATERIALS, EQUIPMENT, AND TOOLING, LEAD-TIMES FOR EQUIPMENT AND TOOLING SET-UP, LEAD-TIMES FOR TRAINING, AND ALL OTHER LEAD-TIMES OR MILESTONES REQUIRED PRIOR TO SUBMISSION OF BOTH THE FIRST ARTICLE AND PRODUCTION QUANTITY DELIVERIES. IF REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

b) SUBFACTOR B: ABILITY TO HANDLE AND STORE AMMUNITION, WEAPONS, AND ENERGETIC MATERIALS.

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST PROVIDE EVIDENCE OF THE OFFEROR'S POSSESSION OF, OR PLAN TO OBTAIN, ANY LOCAL, STATE OR FEDERAL PERMITS, APPROVALS OR CLEARANCES REQUIRED TO HANDLE AND STORE AMMUNITION, WEAPONS, AND ENERGETIC MATERIALS. THIS EVIDENCE SHALL INCLUDE, AS A MINIMUM, COPIES OF PERMITS, APPROVALS OR CLEARANCES AND/OR A DESCRIPTION (S) OF THE PROCEDURES AND TIME SCHEDULES REQUIRED TO OBTAIN THE PERMITS, APPROVALS OR CLEARANCES IN ORDER TO MEET RFP QUANTITY AND SCHEDULE REQUIREMENTS. IF REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

c) SUBFACTOR C: ABILITY TO OBTAIN ACCESS TO AND USE TEST FACILITIES.

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST PROVIDE EVIDENCE OF THE OFFEROR'S ACCESS, OR PLAN FOR ACCESS AND USE OF, TEST FACILITIES TO PERFORM MATERIALS, ENVIRONMENTAL AND/OR BALLISTIC TESTING REQUIRED BY THE TECHNICAL DATA PACKAGE. THE EVIDENCE MUST DESCRIBE THE OFFEROR'S PLAN TO STORE AND MAINTAIN TEST EQUIPMENT AND WEAPONS, MUST INCLUDE COPIES OF PERMITS AND/OR CORRESPONDENCE DOCUMENTING THE PLANNING TO OBTAIN TIMELY ACCESS TO TEST FACILITIES, MUST INCLUDE THE PLANS TO STORE AND MAINTAIN EQUIPMENT AND WEAPONS AND INCLUDE DESCRIPTIONS OF THE EXISTING OR PLANNED TEST FACILITIES PHYSICAL LAYOUT. IF REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

d) SUBFACTOR D: CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST

Name of Offeror or Contractor:

PROVIDE EVIDENCE OF THE OFFEROR'S CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS (EXAMPLE: DIMENSIONS, MATERIAL, PROPERTIES, COLOR, FINISH, ETC.) AND PROCESS PARAMETERS (EXAMPLE: MACHINE SPEEDS, FEEDS, PRESSURE, POSITION, TIME, ECT.) IN ORDER TO CONSISTENTLY MEET OR EXCEED THE RFP REQUIREMENTS. THIS EVIDENCE MUST INCLUDE, AS A MINIMUM, RESULTS OF PROCESS CAPABILITY STUDIES AND/OR PROVE-OUTS CONDUCTED ON PRODUCTION EQUIPMENT USED OR PLANNED TO BE USED TO PRODUCE THE M549A1 FUZE. THESE STUDY RESULTS MUST INCLUDE, AS A MINIMUM, PROCESS CAPABILITY (C_p), PROCESS CAPABILITY INDEX (C_{pk}), STATISTICAL QUALITY CONTROL METRICS, CYCLING OF MASTER SAMPLES (KNOWN DEFECTIVES). IF THE REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

e) SUBFACTOR E: USE OF MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE/AAIE)

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST DESCRIBE MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE/AAIE) CURRENTLY USED OR PLANNED, THAT WILL ASSURE THAT THE RFP QUALITY REQUIREMENTS ARE MET. THESE DESCRIPTIONS MUST INCLUDE, AS A MINIMUM, PROCEDURES FOR PREVENTING AND CONTROLLING/HANDLING CRITICAL (SAFETY) DEFECTS, DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY USED, OR PLANNED, TO PRODUCE THE M549A1. THESE DESCRIPTIONS MUST IDENTIFY, AS A MINIMUM, THE INSPECTION RATE, EQUIPMENT EFFECTIVENESS METRICS (EXAMPLE: THE EXPECTED ESCAPE RATE OF DEFECTIVES FROM THE EQUIPMENT), THE CAPABILITY OF THE EQUIPMENT TO PERFORM INSPECTIONS IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE REQUIREMENTS AND TO ASSURE THAT THE M549A1 FUZES MEET OR EXCEED RFP QUANTITY AND SCHEDULE REQUIREMENTS. IF THE REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

(2) VOLUME II - PRICE

PRICE WILL BE EVALUATED AS FOLLOWS: THE PROPOSED PRICES WILL BE EVALUATED ALONG WITH PRICES IDENTIFIED FOR A 100 PERCENT EVALUATED OPTION. THESE PRICES WILL BE ADJUSTED FOR OTHER GOVERNMENT FURNISHED EQUIPMENT (GFE) USAGE NOT SET FORTH IN THIS RFP (IF APPLICABLE) AND TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT (GFM/GFE) IDENTIFIED IN THIS SOLICITATION AMENDMENT. 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 OTHER GFE (IF APPLICABLE) AND TRANSPORTATION OF GFM/GFE EQUALS THE TOTAL EVALUATED AMOUNT. THIS FORMULA WILL BE USED TO EVALUATE BOTH THE 60 PERCENT PORTION AND THE 40 PERCENT PORTION OF THIS RFP. THE GOVERNMENT DESIRES TO MAKE TWO AWARDS AND MAY DEEM THE PAYMENT OF A PREMIUM AS IN THE BEST INTEREST OF THE GOVERNMENT. THE ACCEPTABLE OFFEROR PROVIDING THE LOWEST EVALUATED PRICE FOR THE 60 PERCENT PORTION OF THIS REQUIREMENT WILL BE AWARDED THE 60 PERCENT PORTION AND WILL THEN BE INELIGIBLE TO RECEIVE THE 40 PERCENT PORTION. THE ACCEPTABLE OFFEROR PROVIDING THE LOWEST EVALUATED PRICE FOR THE 40 PERCENT PORTION WILL BE AWARDED THE 40 PERCENT PORTION OF THIS REQUIREMENT. IF THE COMBINATION OF BOTH AWARDS IS NOT THE LOWEST OVERALL COST TO THE GOVERNMENT, THE GOVERNMENT RESERVES THE RIGHT TO NEGOTIATE THE PRICE FOR THE 40 PERCENT QUANTITY (OR TO REQUEST COST AND PRICING DATA).

16. THE CLOSING DATE FOR RECEIPT OF PROPOSALS IS APRIL 26, 2004, 3:45 PM LOCAL TIME.

17. ALL OTHER TERMS AND CONDITIONS OF SOLICITATION DAAA09-03-R-0002, OTHER THAN THOSE PROVIDED HEREIN, REMAIN UNCHANGED AND IN EFFECT.

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*** END OF NARRATIVE A 006 ***

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 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD 0005

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0002	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>PRODUCTION QUANTITY</u> NSN: 1390-01-419-5950 NOUN: M549A1 FUZE FSCM: 19200 PART NR: 12977239 SECURITY CLASS: Unclassified	543112	EA	\$ _____	\$ _____																		
NOTE:	FILL IN A UNIT PRICE AND EXTENDED AMOUNT ON THE LINES NEXT TO THE QUANTITY. THE PRICES SHALL BE FILLED AT THE CLIN LEVEL ONLY.																						
0002AA	(End of narrative B001) <u>FIRST ARTICLE TEST</u> NOUN: M549A1 FUZE <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2004</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W52P1J) XR W0K8 USA MAC ROCK ISL ARSENAL CONVENTIONAL AMMO WORKING CAP FUND BLDG 350 RODMAN AVE ROCK ISLAND IL 61299-5000	<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>DEL DATE</u>	001	1	31-AUG-2004				
<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>DEL DATE</u>																					
001	1	31-AUG-2004																					
0002AB	<u>PRODUCTION QUANTITY</u> NOUN: FUZE M549A1 F/M430A1 40MM CDM PRON: M21B1067M2 PRON AMD: 01 AMS CD: 41303222012																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0002AD	<p>2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUZE M549A1 F/M430 40MM CDM PRON: W12B1E28M2 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></p> <p>DOC SUPPL</p> <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>W52P1J40574053</td> <td>W90Y62</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>DJO</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>2,363</td> <td>31-JAN-2005</td> </tr> </tbody> </table> <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>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52P1J40574053	W90Y62	J		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>				DEL REL CD	QUANTITY	DEL DATE	001	2,363	31-JAN-2005				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52P1J40574053	W90Y62	J		1																								
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																											
DEL REL CD	QUANTITY	DEL DATE																											
001	2,363	31-JAN-2005																											
0002AE	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/M430A1 40MM CDM PRON: W13D1C414A 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></p> <p>DOC SUPPL</p> <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>W52P1J40574054</td> <td>W90Y62</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52P1J40574054	W90Y62	J		1																
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52P1J40574054	W90Y62	J		1																								

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	<p>Firm-Fixed-Price NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: 4A4H103M2 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J40614055 W90Y62 M 3 PROJ CD BRK BLK PT HMK DEL REL CD QUANTITY DEL DATE 001 34,744 31-MAR-2005</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>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FUZE M549A1 F/M430A1 40MM CDM PRON: W14H0J414A 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J40614056 W90Y62 M 3 PROJ CD BRK BLK PT HMK DEL REL CD QUANTITY DEL DATE 001 2,995 31-MAR-2005</p> <p>FOB POINT: Destination</p>				

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Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD 0005

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	<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>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: TG4H0T924A 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 W52PLJ40614057 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 400 31-MAR-2005</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>				
0002AK	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: 4A3D0106M2 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>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ40614070 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 9,804 31-MAR-2005</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>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M549A1 FUZE F/40MM M430A1 CDM PRON: 4A3D3033M2 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 W52PlJ40614071 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 46,685 31-MAR-2005</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>				
0003	<p><u>PRODUCTION QUANTITY</u></p>	362074	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD 0005

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	NSN: 1390-01-419-5950 NOUN: M549A1 FUZE FSCM: 19200 PART NR: 12977239 SECURITY CLASS: Unclassified																						
NOTE: FILL IN A UNIT PRICE AND EXTENDED AMOUNT ON THE LINES NEXT TO THE QUANTITY. THE PRICES SHALL BE FILLED IN AT THE CLIN LEVEL ONLY.																							
	(End of narrative B001)																						
0003AA	<u>FIRST ARTICLE TEST</u> NOUN: M549A1 FUZE (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2004</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W52P1J) XR W0K8 USA MAC ROCK ISL ARSENAL CONVENTIONAL AMMO WORKING CAP FUND BLDG 350 RODMAN AVE ROCK ISLAND IL 61299-5000	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	31-AUG-2004				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001					3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1	31-AUG-2004																					
0003AB	<u>PRODUCTION QUANTITY</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FUZE M549A1F/M430A1 40MM CDM PRON: M21D1078M2 PRON AMD: 01 AMS CD: 41303222012																						

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Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD 0005

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0003AD	<p>2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: WG2BLD73M2 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></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>W52PLJ40574058</td> <td>W90Y62</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>DJO</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1,997</td> <td>31-DEC-2004</td> </tr> </table> <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>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PLJ40574058	W90Y62	J		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					DJO					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1,997	31-DEC-2004				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	W52PLJ40574058	W90Y62	J		1																														
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001	1,997	31-DEC-2004																																	
0003AE	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: WG2B2A58M2 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></p> <p>DOC SUPPL</p>																																		

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ40574059 W90Y62 J 1</p> <p>PROJ CD BRK BLK PT DJO</p> <p>DEL REL CD QUANTITY DEL DATE 001 1,498 31-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p> <p>PRODUCTION QUANTITY</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: J52B1A42M2 PRON AMD: 01 AMS CD: ZYA002 FMS CASE IDENTIFIER: AT-B-ZYA</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ40574060 W90Y62 J 1</p> <p>PROJ CD BRK BLK PT DJO</p> <p>DEL REL CD QUANTITY DEL DATE 001 14,311 31-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>				
0003AG	<p>PRODUCTION QUANTITY</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	<p>NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: 4A3D2033M2 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 W52PlJ40574061 W90Y62 J 1 <u>PROJ CD BRK BLK PT</u> HMK</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 24,712 31-DEC-2004 002 98,989 31-JAN-2005</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>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/M430A1 40MM CDM PRON: 4A4H2033M2 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 W52PlJ40614059 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 1,011 31-JAN-2005 002 22,152 28-FEB-2005</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0003AJ	<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>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/M430A1 40MM CDM PRON: W14H1J414A 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></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>W52PLJ40614060</td> <td>W90Y62</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1,997</td> <td>28-FEB-2005</td> </tr> </table> <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>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PLJ40614060	W90Y62	M		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1,997	28-FEB-2005				
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0003AK	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: FUZE M549A1 F/40MM M430A1 CDM PRON: TG4H1T924A PRON AMD: 01 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p>																																		

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 PIIN/SIIN DAAA09-03-R-0002 MOD/AMD 0005

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL	<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 W52PLJ40614061 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 266 28-FEB-2005</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>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: 40MM M459A1 FUZE F/M430A1 CDM PRON: 4A3D1106M2 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 W52PLJ40614072 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 6,536 28-FEB-2005</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>				

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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
0003AM	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M549A1 FUZE F/M430A1 40MM CDM PRON: 4A3D4033M2 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 W52PLJ40614073 W90Y62 M 3 <u>PROJ_CD BRK_BLK_PT</u> HMK <u>DEL_REL_CD QUANTITY DEL_DATE</u> 001 31,123 28-FEB-2005</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>				

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SECTION E - INSPECTION AND ACCEPTANCE

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

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-4550 LOCAL	CRITICAL CHARACTERISTICS	FEB/2004

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.

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(3) Means of tracking nonconformance rate, investigative results and corrective actions taken.

(4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

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

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION I - CONTRACT CLAUSES

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

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2002
I-2 CHANGED	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) 0002 and 0003 by a quantity of up to and including but not exceeding 100 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) 0002 and 0003 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. destination transportation costs to Milan Army Ammunition Plant, Milan, TN, 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. Destination)	\$_____ CLIN 0002
	\$_____ CLIN 0003

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)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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L-1 ADDED	15.503 LOCAL	DISCLOSURE OF UNIT PRICES	FEB/2004
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Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)