

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 54
2. Contract No.	3. Solicitation No. DAAA09-03-R-0124	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003OCT28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-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 04:00pm (hour) local time 2003DEC03 (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 VIRGINIA UPTON E-mail address: UPTONV@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-2990
----------------------------------	--------------------------------------------------------------------------	-------------------------------------------------------------------------------

11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	32
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	39
X	D	Packaging and Marking	15	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18	X	K	Representations, Certifications, and Other Statements of Offerors	40
X	F	Deliveries or Performance	25				
	G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	46
X	H	Special Contract Requirements	27	X	M	Evaluation Factors for Award	51

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

Page 2 of 54

PIIN/SIIN DAAA09-03-R-0124

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
-----	--------------------	------------------------------	----------

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
-----	--------------------	----------------------------------------------	----------

(End of clause)

(AS7000)

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

Page 4 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE
200,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX

TYPE 1E

PRODUCTION QTY WITH FIRST ARTILCE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FIRST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE
3,000,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX

LT. WT PETN

PRODUCTION QTY WITH FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FIRST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE
200,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX

NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT.

7. OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52.215-1, "INSTRUCTIONS OF OFFERORS - COMPETITIVE ACQUISITION." THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATION DESCRIBED IN FAR 15.306(A)). OFFERORS INITIAL PROPOSALS SHOULD BE THEIR BEST. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

8. IN ACCORDANCE WITH SOLICITATION CLAUSE, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", 252.204-7004. FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.

9. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION AND THE "BEST VALUE" INFORMATION IN SECTION L.

10. THIS EXECUTIVE SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION PROVISIONS OF THE TECHNICAL DATA PACKAGE AND SOLICITATION SHALL PREVAIL OVER THIS EXECUTIVE SUMMARY.

11. REFERENCE IS MADE TO CLAUSE I-88, FAR 52.216-18, "ORDERING". FOR THE PURPOSE OF ORDERING UNDER THIS CONTRACT, THE JOINT MUNITIONS COMMAND IS THE ONLY DESIGNATED ORDERING ACTIVITY.

12. THERE ARE THREE SEPARATE GROUPS OF 1423'S AS FOLLOWS:

EXHIBIT B TYPE 1E ,
EXHIBIT C REINFORCED WTRPRF,
EXHIBIT D LT WT PETN WTRPRF

THERE ARE ALSO THREE SEPARATE GROUPS OF DOCUMENT SUMMARY LISTS.

ATTACHMENT 002A DET CORD TYPE 1 CLASS E
ATTACHMENT 002B DET CORD REINFORCED
ATTACHMENT 002C DET CORD LIGHTWEIGHT PETN

*** 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>NOUN: CORD, DETONATING, TYPE 1E SECURITY CLASS: Unclassified</p> <p>NSN: 1375-00-180-9356</p> <p>ACCEPTANCE: ORIGIN INSPECTION: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>THE PROPOSED UNIT PRICES (NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT) ARE BASED ON QUANTITY RANGES DEVELOPED BY THE OFFERORS USING THE ESTIMATED LOW (FIRST UNIT OF THE LOWEST RANGE) AND ESTIMATED HIGH (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES. THE OFFERORS MAY PROPOSE ANY NUMBER OF RANGES, BUT THE FIRST AND LAST RANGE SHALL INCLUDE THE GOVERNMENT'S ESTIMATED LOW AND GOVERNMENTS ESTIMATED HIGH REQUIREMENTS SET FORTH IN SECTION A OF THIS RFP (OFFERORS MAY PROPOSE ADDITIONAL PRICE/FACTOR RANGES ABOVE AND/OR BELOW THE SPECIFIED LOW AND HIGH RANGES ABOVE).</p> <p>EXAMPLE:</p> <table border="0"> <tr> <td>TYPE 1E</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PRODUCTION QTY WITH FIRST ARTILCE</td> <td>YEAR 1</td> <td>YEAR 2</td> <td>YEAR 3</td> <td>YEAR 4</td> <td>YEAR 5</td> <td></td> </tr> <tr> <td>FIRST UNIT</td> <td>LAST UNIT</td> <td>UNIT</td> <td>UNIT</td> <td>UNIT</td> <td>UNIT</td> <td></td> </tr> <tr> <td>IN RANGE</td> <td>IN RANGE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> </tr> <tr> <td>3,000,000</td> <td>X,XXX,XXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> <tr> <td>X,XXX,XXX</td> <td>X,XXX,XXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> <tr> <td>X,XXX,XXX</td> <td>30,000,000</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> </table> <p>NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT. PRICES NEED TO BE SUBMITTED WITH FIRST ARTICLE</p> <p>(End of narrative F001)</p>	TYPE 1E							PRODUCTION QTY WITH FIRST ARTILCE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT		IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE	3,000,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX				
TYPE 1E																																																						
PRODUCTION QTY WITH FIRST ARTILCE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5																																																	
FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT																																																	
IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE																																																
3,000,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	1	LO	\$ ** NSP **	\$ ** NSP **																																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0124 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																	
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (Z55555) SEE SECTION E</p>																																																					
0002	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CORD, DET, REINFORCED SECURITY CLASS: Unclassified</p> <p>NSN: 1375-00-028-5168</p> <p>ACCEPTANCE: ORIGIN INSPECTION: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>THE PROPOSED UNIT PRICES (NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT) ARE BASED ON QUANTITY RANGES DEVELOPED BY THE OFFERORS USING THE GOVERNMENT'S ESTIMATED LOW (FIRST UNIT OF THE LOWEST RANGE) AND ESTIMATED HIGH (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES. THE OFFERORS MAY PROPOSE ANY NUMBER OF RANGES, BUT THE FIRST AND LAST RANGE SHALL INCLUDE THE GOVERNMENT'S LOW AND HIGH REQUIREMENTS SET FORTH IN SECTION A OF THIS RFP (OFFERORS MAY PROPOSE ADDITIONAL PRICE/FACTOR RANGES ABOVE AND/OR BELOW THE SPECIFIED LOW AND HIGH RANGES ABOVE).</p> <p>EXAMPLE:</p> <table border="0" data-bbox="121 1417 1096 1606"> <tr> <td>REINFORCED</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PRODUCTION</td> <td>QTY WITH FIRST ARTICLE</td> <td>YEAR 1</td> <td>YEAR 2</td> <td>YEAR 3</td> <td>YEAR 4</td> <td>YEAR 5</td> </tr> <tr> <td>FIRST UNIT</td> <td>LAST UNIT</td> <td>UNIT</td> <td>UNIT</td> <td>UNIT</td> <td>UNIT</td> <td>UNIT</td> </tr> <tr> <td>IN RANGE</td> <td>IN RANGE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> <td>PRICE</td> </tr> <tr> <td>200,000</td> <td>X,XXX,XXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> <tr> <td>X,XXX,XXX</td> <td>X,XXX,XXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> <tr> <td>X,XXX,XXX</td> <td>30,000,000</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> <td>.XXXX</td> </tr> </table> <p>NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT. PRICES NEED TO BE SUBMITTED WITH FIRST ARTICLE.</p> <p>(End of narrative F002)</p>	REINFORCED							PRODUCTION	QTY WITH FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE	200,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX				
REINFORCED																																																						
PRODUCTION	QTY WITH FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5																																																
FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT																																																
IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE																																																
200,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
X,XXX,XXX	30,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																																
0002AA	<p><u>DATA ITEM</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **																																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>				
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CORD, DET, LT WT PETN SECURITY CLASS: Unclassified</p> <p>NSN: 1375-00-316-3636</p> <p>ACCEPTANCE: ORIGIN INSPECTION: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>THE PROPOSED UNIT PRICES (NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT) ARE BASED ON QUANTITY RANGES DEVELOPED BY THE OFFERORS USING THE GOVERNMENT'S ESTIMATED LOW (FIRST UNIT OF THE LOWEST RANGE) AND ESTIMATED HIGH (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES. THE OFFERORS MAY PROPOSE ANY NUMBER OF RANGES, BUT THE FIRST AND LAST RANGE SHALL INCLUDE THE GOVERNMENT'S LOW AND HIGH REQUIREMENTS SET FORTH IN SECTION A OF THIS RFP (OFFERORS MAY PROPOSE ADDITIONAL PRICE/FACTOR RANGES ABOVE AND/OR BELOW THE SPECIFIED LOW AND HIGH RANGES ABOVE).</p> <p>EXAMPLE:</p> <p>LT. WT PETN PRODUCTION QTY WITH FIRST ARTICLE YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5 FIRST UNIT LAST UNIT UNIT UNIT UNIT UNIT UNIT IN RANGE IN RANGE PRICE PRICE PRICE PRICE PRICE 200,000 X,XXX,XXX .XXXX .XXXX .XXXX .XXXX .XXXX</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0124 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
X,XXX,XXX X,XXX,XXX	X,XXX,XXX .XXXX .XXXX .XXXX 30,000,000 .XXXX .XXXX .XXXX	.XXXX .XXXX	.XXXX .XXXX		
NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT. PRICES NEED TO BE SUBMITTED WITH FIRST ARTICLE					
	(End of narrative F001)				
0003AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
0004	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirement, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit B, C, & D</p>			\$ <u>** NSP **</u>	\$ <u>** NSP **</u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				

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

Page 10 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor: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>
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, 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)

THE DELIVERY SCHEDULES WILL BE NEGOTIATED AT THE TIME QUANTITIES ARE AWARDED. ANTICIPATED MONTHLY DELIVERIES ARE AS FOLLOWS AND WILL COMMENCE 90 DAYS AFTER FIRST ARTICLE APPROVAL:

CLIN 0001 - 1,000,000 FEET PER MONTH

CLIN 0002 - 300,000 FEET PER MONTH

CLIN 0003 - 300,000 FEET PER MONTH

ACCELERATED DELIVERY REQUESTS WILL NEED TO BE APPROVED BY THE CONTRACTING OFFICER AND WOULD BE AT NO COST TO THE GOVERNMENT.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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>
C-1	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 DTL17124-1-E- TDPL with revisions in effect as of 07/25/03 (except as follows):

THE FOLLOWING IS APPLICABLE TO CLIN 0001 TYPE 1 CLASS E

1. The following paragraph specifies Performance Oriented Packaging (POP) test requirements that shall be included in this contract:

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

2. The following paragraphs specify Item Hazard Classification requirements that shall be included in this contract:

"ITEM HAZARD CLASSIFICATION: All U.S. manufacturers shall make certain that the item is tested in accordance with Part 173, Subpart C, Section 173.58(a) of 49 CFR, Parts 106-180 to assign proper Class and Division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 Explosives). Registration with the Associate Administrator of Hazardous Materials safety is required in accordance with Part 173, Subpart C, Section 173.56(b)(1) or 173.56(c) of 49 CFR so that proper markings in accordance with Part 172, Subpart D, Section 172.301(a) and 172.320(a) are met.

All foreign manufacturers shall make certain that the dangerous goods are tested in accordance with United Nations Committee of Experts on the Transportation of Dangerous Goods (as published in UN Document ST/SG/AC.10.11 latest revision, Recommendations for the Transport of Dangerous Goods - Test and Criteria) to determine the proper class and division (Class 1-9 and Division 1.1 - 1.6 for explosives). Registration for air and vessel transport is required with each manufacturing country's National Competent Authority and is issued in accordance with part 2, paragraph 1.3 of the International Civil Aviation Organization (ICAO) Technical Instructions and approves the hazard classification and compatibility group assignment and assigns the appropriate shipping name to the dangerous goods. The proper packaging, marking and labeling is contained in the United Nations Committee of Experts on the Transport of

Name of Offeror or Contractor:

Dangerous Goods (as published in UN Document ST/SG/AC.10.1, latest revision, Recommendations on the Transport of Dangerous Goods).

For air transport the dangerous goods must comply with the provisions of the International Air Transport Associate (IATA) Dangerous Goods Regulations and for vessel transport, the dangerous goods must comply with the provisions of the Intergovernmental Maritime Organization's International Maritime Dangerous Goods Code (IMDG Code). These documents shall be forwarded to the U.S. Army Armament Munitions and Chemical Command (AMCCOM), Attn: AMSMC-PC, AMSMC-PG and AMSMC-SFS, Rock Island, IL 61299-6000 and to the U.S. Army Tank-automotive and Armaments Command, Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-WEP and AMSTA-AR-QAW, Picatinny Arsenal, NJ 07806-5000."

3. WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

4. The following paragraph specifies Recycle Content Requirements for selected packaging materials:

"The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <<<http://www.epa.gov/cpg/>>>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

5. Add the following specs:

ASTM D5118	MIL-DTL-117	A-A-3006
ASTM D3951	MIL-STD-2073	
ASTM D5749	MIL-B-2427	

6. Add Drawing 8806652, Rev T, 2 Sheets

THE FOLLOWING IS APPLICABLE TO CLIN 0002 REINFORCED WTRPRF DET CORD

TDP 2114302-1

TDPL DATE 06/26/03

NSN 1375000285168 NOMENCLATURE CORD DET REINF WTRPRF

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 2114302, REV. J, DATED 26 JUN 03, AND REVISIONS OF DOCUMENTS THEREON. "IN ADDITION SUPPLEMENTAL QUALITY ASSURANCE PROVISIONS 402-003 APPLY."

TO THE BEST OF NAVSURFWARCENDIV CRANE TECHNICAL PERSONNEL'S KNOWLEDGE, THIS TECHNICAL DATA PACKAGE IS CERTIFIED TO BE FREE OF REQUIREMENTS TO USE CLASS I OZONE DEPLETING SUBSTANCES THROUGH DOCUMENTATION TIER LEVEL III. ADDITIONALLY THIS TDP IS CERTIFIED TO MEET THE

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

REQUIREMENTS OF NAVY IMPLEMENTATION OF DOD POLICY ON SPECIFICATION AND STANDARDS REFORM.

GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADL MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

GFM/GFE: DRAWING NO. N/A

THE FOLLOWING IS APPLICABLE TO CLIN 0003 LT WT PETN DET CORD

TDP 2114301 TDPL DATE 07/25/03

NSN 1375003163636 NOMENCLATURE CORD DET LT WT PETN WTPRF

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 2114301, REV. G, DATED 25 JUL 03, AND REVISIONS OF DOCUMENTS THEREON. "IN ADDITION SUPPLEMENTAL QUALITY ASSURANCE PROVISIONS 402-003 APPLY."

TO THE BEST OF NAVSURFWARCENDIV CRANE TECHNICAL PERSONNEL'S KNOWLEDGE, THIS TECHNICAL DATA PACKAGE IS CERTIFIED TO BE FREE OF REQUIREMENTS TO USE CLASS I OZONE DEPLETING SUBSTANCES THROUGH DOCUMENTATION TIER LEVEL III. ADDITIONALLY THIS TDP IS CERTIFIED TO MEET THE REQUIREMENTS OF NAVY IMPLEMENTATION OF DOD POLICY ON SPECIFICATION AND STANDARDS REFORM.

GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADL MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

GFM/GFE: DRAWING NO. N/A

(CS6100)

C-2 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS
OSC

MAY/1993

Supplies procured under this contract are identified as 1.12 EXPLOSIVE, CAT III, UN0065 NMFC 64300 UFC 35620 PROPER SHIPPING NAME : CORD, DETONATING 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 54**

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(CS6101)

C-3 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAY/1993
OSC SHIPMENTS

(End of statement of work)

(CS7115)

C-4 52.247-4505 TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR MAY/1993
OSC SHIPMENTS

(End of statement of work)

(CS7116)

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
OSC

(End of Clause)

(CS7600)

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

Page 15 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

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

THE FOLLOWING IS APPLICABLE TO CLIN 0001- DET CORD TYPE 1 CLASS E

1. Packing Level A. A 1000 foot length of Type 1 Detonating Cord shall be furnished on a commercial spool. No more than two splices per 1000 foot length shall be permitted. Each spool of detonating cord shall be placed in a fiberboard box conforming to ASTM D 5118 for a Type CF, Class Domestic, Variety SW, Grade 200 minimum box. Boxes shall be closed by applying ASTM D 5749, Type 11, Grade B tape, 2 inches wide over the full length of the center top and bottom box seam with an approximate 3 inch extension onto the end panels of the box. All corners of each box shall be blunted and each box inserted into a barrier bag conforming to MIL-B-117 for a Type 1 or 11, Class E, Style 1 or 2. All excess air shall be exhausted from the bag and the opening closed by heat sealing. The bag shall meet the heat seal test of MIL-STD-2073-1D (Standard Practice for Military Packaging).

2. Packing Level A. Three fiberboard boxes with bags, as packaged above, shall be packed in a wood box conforming to MIL-B-2427, (Boxes, Ammunition Packing, Wood Nailed), Type 1 Class 1 box. All interior surfaces of the box shall be lined with filler, sheet form conforming with MIL-PRF-50449 (Filler, Sheet Form-Laminated Paper for use in ammunition containers). Additional filler should be placed on top of the box contents as required for a tight pack. Boxes shall be closed and strapped in accordance with instructions contained in the appendix of the box specification. The number of rolls per wood box shall be 1000 ft. rolls-3 per wood box.

3. Each spool, unit box and bag shall be labeled, stamped, or printed in accordance with marking requirements of drawing 12982865, Revision G, dated 1 MAY 2003. ECP R3K3021 APPLIES TO 12982865. The word "SER" shall be included only if the serial number is assigned. The parenthesis shall not be included in the marking.

(NSN)(DODIC)
(No Ft) CORD, DETONATING
TYPE () CL ()
LOT () SER ()

Letters shall be upper case. Letter and number size minimum 1/4 inch. Labels shall be white gummed stock. Stamping ink shall be black conforming to specification A-A-208 or drawing 9211789, Revision J, dated 8 Apr 97. Labels should be coated on exterior with waterproof adhesive conforming to A-A-3006. Exterior boxes shall be marked in accordance with drawing 8796522, Revision BL, dated 1 MAY 2003. 2-D Bar code marking is required. ECP R3K3021 APPLIES TO 8796522.

5. PROPER SHIPPING NAME AND IDENTIFICATION NUMBER MARKING: NSN: 1375-00-180-9356-M456 shall be marked "CORD, DETONATING UN 0065".

PERFORMANCE ORIENTED PACKAGING: See section C, DI-PACK-81059 applies.

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 weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

HEAT TREAT requirements for all non-manufactured wood used in packaging applies to this contract. See Section C. In addition, R3K3015 applies to MIL-B-2427. Foreign manufacturing shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

THE FOLLOWING IS APPLICABLE TO CLIN 0002- REINFORCED DET CORD WTRPRF

Packing shall be in accordance with 2114302-1 revision M, dated 01 May 2003.

Marking shall be in accordance with 2114302-1, Revision M, dated 01 May 2003.
Bar Code marking is required in accordance with MIL-STD-129, REV P, dated 15 Dec 2002.

The following shall apply to drawing 2114302, Revision M, dated 01 May 2003.

PROPER SHIPPING NAME AND IDENTIFICATION MARKING: The proper shipping name and identification number for marking for 1375-00-028-5168-

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 16 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

M456 shall be "CORD, DETONATING UN 0065".

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

EXCEPTIONS TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided ON DRAWING 2114302. 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.

HEAT TREAT WOOD QUALITY MARKING: Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. R1K2063 applies to MIL-B-2427.

THE FOLLOWING IS APPLICABLE TO CLIN 0003- DET CORD LT WT PETN WTPRF

Packing shall be in accordance with 2114301, revision J dated 1 May 2003 and 8796522, Revision BL, dated 1 May 2003. EC?P R3K3021 applies to 8796522. 2-D bar code marking is required in accordance with 8796522, rev BL, dated 1 May 2003.

The following shall apply to drawing 2114301, revisions J, dated 1 May 200d.

PERFORMANCE ORIENTED PACKAGING MARKING: The following changes apply to UN POP markings on drawing 2114301, Rev J - Use "4C1" in lieu of "4C". Use "Y33" in lieu of "33".

PERFORMANCE ORIENTED PACAGING (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 weightof the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured out side the USA, contractor shall not apply the UN POP certification marking provided on 2114301. 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 MARKING: Use "CORD,DETONATING UN 0065" in lieu of "CORD,DET PETN UN 0065".

HEAT TREAT REQUIREMENTS for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their Nation Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2 52.247-4517 PALLETIZATION INSTRUCTION
OSC

MAR/1992

APPLICABLE TO CLIN 0001 CORD DET. TYPE 1 CLASS E

PALLETIZATION SHALL BE IN ACCORDANCE with 19-48-4116/127B, Revision 4, dated APR 89 and 19-48-4116, Revision 7 dated Sep 2001. ECP R2k3000 and R2K3010 apply to 19-48-4116. Marking shall be in accordance with drawing ACV00561, Revision C, dated 11 July 2003.

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 17 of 54**

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

APPLICABLE TO CLIN 0002-CORD DET REINFORCED WTRPRF

PALLETIZATION SHALL BE IN ACCORDANCE with 19-48-4116/127C, Revision 1, dated Jan 84 and Basic Procedure 19-48-4116, Rev 7, dated Sep 2001. ECP R2K3000 and M2K3010 apply to 19-48-4116. Marking shall be in accordance with drawing ACV00561. ECP R3K3021 applies to 12999545, Rev -, dated 1 May 2003.

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

APPLICABLE TO CLIN 0003-CORD DET LT WT PETN WTRPRF

PALLETIZATION SHALL BE IN ACCORDANCE with 19-48-4116/127L, Revision 2, dated Jan 2001 and 1948-4116, Revision 7, dated Sep 2001. ECP R2K3000 and R2K3010 apply to 19-48-4116. Marking shall be in accordance with drawing AVC00561, Revisions C, dated 11 July 2003.

Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Program.

(End of clause)

(DS6204)

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

Page 18 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

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	52-246.4511 OSC	QUALITY MANAGEMENT SYSTEM	AUG/1999
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:

- () ISO 9002
- (X) 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
-----	--------------------	-----------------------------------------	----------

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

APPLICABLE TO ALL CLINS

a. The first article shall consist of:

Testing shall be conducted at the contractor's test facility.

CLIN 0001:

Name of Offeror or Contractor:

SEE TABLE II OF MIL-DTL-17124E FOR THE LISTING OF ALL REQUIRED TESTS/EXAMINATIONS.

CLIN 0002:

TESTING SHALL BE CONDUCTED AT CONTRACTOR'S TEST FACILITY. SEE TABLE II OF MIL-DTL-17124E FOR THE LISTING OF ALL REQUIRED TESTS/EXAMINATIONS.

CLIN 0003:

TESTING SHALL BE CONDUCTED AT CONTRACTOR'S TEST FACILITY WITH CODE 402, NSWC CRANE DIV, WITNESSING ALL TESTS/EXAMINATIONS. SEE TABLE II OF MIL-DTL-17124E FOR THE LISTING OF ALL REQUIRED TESTS/EXAMINATIONS.

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSJM-CBD/CDC.

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.

Name of Offeror or Contractor:

(End of Clause)

(ES6031)

E-7 52.245-4537 ACCEPTANCE INSPECTION EQUIPMENT (AIE) FEB/2002
OSC

ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)(APPLIES TO CLINS: 0002 AND 0003)
52.245-4537 OSC (FEBRUARY 2002)

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

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

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

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

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

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

g. Navy Special Interface Gage Requirements (NSIG)

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

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

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

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

Name of Offeror or Contractor:

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 -1- request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of 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

Name of Offeror or Contractor:

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 MAY/1994
OSC

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

E-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.

Name of Offeror or Contractor:

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.

THIS CLAUSE APPLIES TO CLIN: 0001 ONLY)
(End of Clause)

(ES7010)

E-11 52.246-4532 DESTRUCTIVE TESTING
OSC

MAY/1994

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

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

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

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

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

(End of Clause)

(ES7011)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

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	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	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 _____

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

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)

(FP6012)

F-7 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load,
_____ wharf, flatcar, driveaway, etc.)

(End of clause)

(FP7005)

F-8 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
OSC

(End of Clause)

(FS7240)

F-9 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
OSC

(End of Clause)

(FS7405)

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

Page 27 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

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	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 28 of 54**

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(HF6011)

H-3 246.671 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 Joint Munitions Command
ATTN: AMSJM-CCA-M/V. UPTON
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: AMSJM-CDC/D. BROWN
Rock Island, IL 61299-6000

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

(End of clause)

(HA6025)

H-4 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS
DFARS REPORTS - AMMO (NAVY SPECIAL)

JUN/1996

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

1. Purchasing Office:

U.S. Army Joint Munitions Command
ATTN: AMSJM-CCA-M/V. UPTON
Rock Island, IL 61299-6000

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command
ATTN: AMSJM-CDC/D. BROWN
Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

() a. Navy Ships Parts Control Center
ATTN: Code 852
P.O. Box 2020
Mechanicsburg, PA 17055-0788

Name of Offeror or Contractor:

- (X) b. Commanding Officer
Naval Weapons Support Center
ATTN: Code 4027
Crane, IN 47500-5000
- () c. Commanding Officer
Naval Air Systems Command
ATTN: AIR-11411
Washington, DC 20361-1140
- () d. Commander
Naval Special Warfare Command
ATTN: N9, NAB Coronado
San Diego, CA 92155-5037
- () e. Commander
Naval Warfare Assessment Center
ATTN: Code 2063
Point Mugu, CA 93042-5000

(End of Clause)

(HA6027)

H-5 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
OSC

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

(End of Clause)

(HS6002)

H-6 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
DFARS

***" (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National	Commercial	Source of Supply			Actual
	Stock Number	Item (Y or N)	Company	Address	Part No.	Mfg
"(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (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.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 31 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

H-10

52.247-4545
OSC

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

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

Shipped From:

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 32 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-21	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-24	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-28	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-30	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-31	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-32	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-37	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-25	PROMPT PAYMENT	MAY/2001
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-41	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-45	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-48	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-49	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-52	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-53	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN/2000

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 33 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-60	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-61	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-62	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-63	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-64	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-66	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-67	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-68	252.217-7000 DFARS	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)	DEC/1991
I-69	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-71	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-72	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-73	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-74	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-75	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-76	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-77	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-78	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-79	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-80	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-81	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-82	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-83	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-84	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-86	252.251-7000 DFARS	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
I-87	52.216-18	ORDERING	OCT/1995

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 34 of 54
	PIIN/SIIN DAAA09-03-R-0124	MOD/AMD

Name of Offeror or Contractor:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from CY03 through CY07.

(End of Clause)

(IF6088)

I-88 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in a total yearly amount less the minimum Government quantity set forth in this RFP, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of the Government maximum quantity set forth in this RFP;
- (2) Any order for a combination of items in excess of the Government maximum quantity set forth in this RFP; or
- (3) A series of orders from the same ordering office within a calendar year that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within FIVE WORKING DAYS after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-89 52.216-21 REQUIREMENTS OCT/1995

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final delivery for the last quantity awarded in CY07.

(End of Clause)

(IF6076)

I-90 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,

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

Page 35 of 54

PIIN/SIIN DA009-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-91 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 90 days after discovery of the defect(s).

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

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

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

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

(End of Clause)

(IF6070)

I-92 252.223-7007 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
CORD DETONATING	1375-00-180-9356	CAT III
CORD DETONATING	1375-00-028-5168	CAT III
CORD DETONATING	1375-00-316-3636	CAT III

(End of clause)

(IA6200)

I-93 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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0124	Page 36 of 54 MOD/AMD
---------------------------	---------------------------------------------------------------------------------------	----------------------------------------

Name of Offeror or Contractor:

(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)

I-94 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-95 252.211-7005 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 Excel format at <http://www.dcmil.com/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 38 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(IS7025)

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

Page 39 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	EVALUATION CRITERIA FOR PRICE	16-JUN-03	001	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST	09-JUL-03	004	
Exhibit C	CONTRACT DATA REQUIREMENTS LIST	07-JUL-03	004	
Exhibit D	CONTRACT DATA REQUIREMENTS LIST	12-AUG-03	004	
Attachment 001	SECURITY STATEMENT OF WORK	01-JUL-03	003	
Attachment 002	DOCUMENT SUMMARY LISTS A,B,&C		006	
Attachment 003	INSTRUCTION FOR DD FORM 1423		001	
Attachment 004	GUIDENCE FOR CONTRACT REQUIREMENTS LIST		002	
Attachment 005	ADDRESS CODE FOR ECP/RFD/VECP		001	
Attachment 006	ADDRESS LIST		001	
Attachment 007	USE OF ELECTRONIC MAIL		001	
Attachment 008	DATA DELIVERY DESCRIPTION (ECP)		009	
Attachment 009	DATA DELIVERY DESCRIPTION (NOR)		002	
Attachment 010	DATA DELIVERY DESCRIPTION (RFD)		005	
Attachment 011	DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 012	IOC FORM 715-3		002	
Attachment 013	IOC FORM 715-4		002	
Attachment 014	DETAIL SPECIFICATION MIL-DTL-17124E	06-MAR-01	021	

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

Page 40 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

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 325920 (insert SIC code).		
(2)	The small business size standard is 1,500(insert size standard).		

(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	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
-----	----------	---------------------------------------------------------------------------	----------

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case

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

Page 41 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

----- Offeror elects to waive the evaluation preference.

(End of clause)

(KF6005)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(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 _____
 _(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-6 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-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ___ is a women-owned business concern.

(End of provision)

(KF7022)

K-8 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

(End of provision)

(KF7003)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

DEC/2001

(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.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(End of Provision)

(KF7033)

K-10 52.214-16 MINIMUM BID ACCEPTANCE PERIOD APR/1984

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

_____calendar days.

(End of provision)

(KF7009)

K-11 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-12 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)

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

() has developed and has on file,

Name of Offeror or Contractor:

(b) Representation.

The Offeror represents that it--

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

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

(End of provision)

(KA7500)

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

Page 46 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(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	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-5	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 D0A6 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-6	52.216-1	TYPE OF CONTRACT	APR/1984
-----	----------	------------------	----------

The Government contemplates award of a FIRM FIXED PRICE 5 YEAR REQUIREMENTS contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-7	52.233-2	SERVICE OF PROTEST	AUG/1996
-----	----------	--------------------	----------

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DEPARTMENT OF THE ARMY,, HQ JOINT MUNITIONS COMMAND, ATTN: MARK HALDEMAN, BLDG 350/6TH FLOOR, 1 ROCK ISLAND ARSENAL, 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-8	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
-----	----------	-------------------------------------	----------

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

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

Name of Offeror or Contractor:

(End of provision)

(LF7015)

L-9 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:

(End of provision)

(LS7100)

SECTION L
DETONATING CORDS

INSPECTIONS, CONDITIONS, AND NOTICES TO OFFERORS

A. SUBMISSION OF PROPOSALS:

1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING SEPARATE VOLUMES:

- a. One executed and completed signed copy and all amendments of the solicitation which include the offerors price.
- b. Manufacturing and Quality Plan (3 copies)
- c. Past Performance (3 copies)
- d. Small Business Utilization (2 copies)

2. The Manufacturing and Quality Plan, Past Performance and Small business Utilization Volumes shall be completely separate volumes and separate from the executed solicitation. Information specific to each volume shall be confined to that volume.

3. The complete proposal including the executed solicitation, all copies of the Manufacturing and Quality Plan, Past Performance and Small Business Utilization Volumes, shall be forwarded to the following address:

Department of the Army
HQ Joint Munition Command
Ammunition Contracting Team

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

Page 48 of 54

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

ATTN: AMSJM-CCA-M/Virginia Upton
Bldg 350 6th Floor
1 Rock Island Arsenal
Rock Island, IL 61299-6000

B. PREPARATION INSTRUCTIONS:

1. The offeror's Manufacturing and Quality Plan Volume, Past Performance Volume, and Small Business Utilization Volume will be submitted as completely separate volumes and separate from the executed solicitation. Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the applicable volume could result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.

2. Each volume shall be consistent with the complete submission. Offerors are cautioned that incorporation by reference is not allowed. Page size shall not exceed 8 1/2 by 11 inches. Foldout sheets may be used.

3. Each offeror shall prepare its proposal following the format specified in this section.

C. SPECIFIC INSTRUCTION BY VOLUME/ITEM TO BE SUBMITTED: The offeror must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's Manufacturing and Quality Plan, Price, Past Performance, and Small Business Utilization Volumes. In order for the offeror's proposal to be acceptable, it must reflect a complete understanding of the Request for Proposal (RFP) and demonstrate the technical capability to perform the overall effort in accordance with the critical quality requirements. An index shall be included in each volume with narrative title cross-referenced to the applicable paragraphs of each section. The offeror shall submit the Manufacturing and Quality Plan, Price, Past Performance and Small Business Utilization Volumes addressing the factors listed below:

A. The MANUFACTURING and QUALITY PLAN (FACTOR) consists of Quality Management System and Essential Processes, Procedures and Skills :

(1) Quality Management System: (SUB-FACTOR)

Provide evidence of a system equivalent to ISO 9001-2000 (only design/development exclusions permitted). The offeror's description of the quality manufacturing system must define its organizational structure, responsibilities, procedures, processes and resources proposed for implementing quality management, as well as demonstrate its ability to identify adverse trends and prevent the production of non-conforming materials. In addition, the offeror is required to submit its Level I Quality Manual along with documentation demonstrating ability for implementing an acceptable Statistical Process Control Plan (SPC) with its proposal.

(2) Essential Processes, Procedures and Skills: (SUB-FACTOR)

Evidence of a structured Statistical Process Control System designed to reduce variation from the TDP in processes affecting key product characteristics. This factor may also include a summary of on-going product improvement activities and plans to remedy shortfalls in processes or equipment. Offerors will provide information on personnel within the Quality Management structure having adequate background in quality management and implementation of process controls. Data shall include specific skills required for the complete production process and the recruitment plan to fill any vacant positions.

B. PRICE: (FACTOR)

The offeror will submit prices in accordance with Section B and Exhibit A of the executed solicitation. Offerors shall also provide information in Section M for Government Owned Production and Research Property (if applicable). Offerors are not required to submit Cost and Pricing Data information unless required by the Contracting Officer.

C. PAST PERFORMANCE (FACTOR) consists of On-Time Delivery and Quality:

For the purpose of submitting proposals, "recent" is defined as occurring within the past three years prior to the solicitation's closing date. "Relevant" is defined as having previously produced like or similar items. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item is the same or similar. Provide a description of Government and private contracts received or performed during the past three (3) years (including performance that occurs within the 3 year period regardless of when the initial delivery was scheduled) prior to the initial closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local Governments. Other sources, available to the Government other than those listed in the offerors proposal may be used to gather and evaluate sub-factors. Sources, such as, but not limited to, data gathered via the PPIMs or CPARS systems, contracting and pre-award offices at other supporting commands, past customers and previous/contracting officials will be used to gather information. For purposes of past performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement. The offeror must provide the following

Name of Offeror or Contractor:

information regarding Past Performance:

- (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 Number
- (7) Administrative Contracting Officer
- (8) The offeror may provide information on problems encountered on contracts requested in subparagraphs (a) and (b) below.

a. ON-TIME DELIVERY: (SUB-FACTOR)

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offerors must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be-made during the period of recent past performance. Include all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, the offeror should provide a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The actual delivery schedule will be compared to actual deliveries to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, whether a revised delivery was incorporated and offerors corrections. If there was an early delivery, the offeror shall state whether the purchasing officer or Contracting Officer requested it or not.

b. QUALITY: (SUB-FACTOR)

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offeror must provide information as follows:

- (1) Data explaining corrective action it has taken to improve its process and/or to solve quality problems.
- (2) Information (the number and severity) about Requests for Waivers (RFW).
- (3) Information about Quality Deficiency reports (QDRs).
- (4) Records of First Article Test submissions on this or similar times.
- (5) Historical percentage of production lots accepted at initial submission to this customer.
- (6) Record of quality related issues and/or other product quality or quality program related problems.
- (7) Number of government issued Corrective Actions Requests (CARs) and adequacy of corrective and preventative actions taken in response to CARs.
- (8) Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives.
- (9) Summary of customer satisfaction data to include number and severity of related complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

D. SMALL BUSINESS UTILIZATION: (FACTOR)

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses 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 all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MI's).

Name of Offeror or Contractor:

2. For Small Businesses, as identified by the size standard for the 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 type of SB and HBCU/MI's who would participate in the proposed contract in the format below.

SB TYPE	ESTIMATE \$ 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 prescribed by FAR 52.219-9 "Small Business Subcontracting Plan.", in contracts within three years 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 the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

Name of Offeror or Contractor:

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	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-2	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997

(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

MANUFACTURING PLAN, PRICE, PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION

(End of Provision)

(MF6025)

M-3	47.305-12	TRANSPORTATION EVALUATION	JAN/1995
-----	-----------	---------------------------	----------

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Cord, Det Type 1 Class E;

Cord, Det, Reinforced;

Cord, Det, Lt. Wt PETN

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated. For evaluation purposes the quantities will be split as follows:

Crane Army Ammunition Activity, Indiana - 50%

McAlester Army Ammunition Activity, Oklahoma - 50%.

(d) Evaluation will include the quantities and sources of government furnished material listed below.

NO GFM

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-03-R-0124

MOD/AMD

Name of Offeror or Contractor:

(End of Provision)

(MF6020)

M-4 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION OCT/2003
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?

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? \$_____

.

(End of provision)

(MA7700)

M-5 42.1501-4500 PERFORMANCE EVALUATION CRITERIA OCT/1999
OSC

(End of Provision)

(MS7015)

**SECTION M
DETONATING CORDS**

**SECTION M EVALUATION FACTORS FOR AWARD
DETONATING CORDS**

REINFORCED DET CORD NSN: 1375-00-028-5168/M456
TYPE 1E DET CORD NSN: 137509901800-9356/M456
LT.WT PETN. WT. PR. NSN: 1375-00-316-3636/M977

1. EVALUATION FACTORS:

- (1) Manufacturing and Quality Plan (FACTOR)
 - a. Quality Management System (SUBFACTOR)
 - b. Essential Processes, Procedures and Skills (SUBFACTOR)

(2) Price (FACTOR)

Name of Offeror or Contractor:

(3) Past Performance (FACTOR)

- a. On-Time Delivery (SUBFACTOR)
- b. Quality (SUBFACTOR)

(4) Small Business Utilization (FACTOR)

- a. Complexity of products or services that will be provided by those SB's and HBCU/MI's. (SUBFACTOR)
- b. Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MI's. (SUBFACTOR)
- 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. (SUBFACTOR)

2. The Manufacturing and Quality Plan is significantly more important than either Price or Past Performance. Price and Past Performance are of equal value. Small Business Utilization is the least important factor and is significantly less important than Price and Past Performance individually. The Manufacturing Plan, Past Performance and Small Business Utilization, are together significantly more important than Price. The sub-factors are of equal importance.

3. Award will be made to the offeror whose Manufacturing and Quality Plan, Price, Past Performance and Small Business Utilization Plan provides the best value to the Government.

The government reserves the right to determine whether an item is the same or similar. Offerors must quote on all items in this solicitation to be eligible for award.

4. The evaluators will make qualitative assessments by assigning an adjectival rating for each non-priced factor as follows:

(1) Manufacturing and Quality Plan : Poor, Adequate, Good or Excellent.

(2) Past Performance: Poor, Adequate, Good, Excellent or Neutral.

(3) Small Business Utilization: Marginal, Adequate, Good or Excellent.

5. Any areas of the proposal requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions.

6. Proposals will be rated solely on their content, except for the Past Performance factor.

The past performance evaluator may use data other than that provided with the offeror's proposal (e.g. PPIMS, CPARS, other supporting Commands, past customers and previous Contracting Officials or any other source).

7. Only factors identified in Section M of the RFP will be evaluated.

8. Price: The price will not receive and adjectival rating but will be evaluated for reasonableness based on prices for each total CLIN, quantity, prices with First Article, and transportation (if applicable). There is no Government Furnished Property or Equipment.

9. SMALL BUSINESS UTILIZATION (FACTOR):

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- o Small Business (SB)
- o Small Disadvantaged Business (SDB)
- o Women-Owned Small Business (WOSB)
- o Veteran-Owned Small Business (VOSB)
- o Service Disabled Veteran-Owned Small Business (SDVOSB)
- o Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- o 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.

Name of Offeror or Contractor:

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 contract as well as how well it has 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 will be provided by those SB's and HBCU/MI's. (SUBFACTOR)

(b) Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MI's. (SUBFACTOR)

(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 includes an assessment of: (SUBFACTOR)

(i) The offeror's performance as prescribed by the 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's 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.

*** END OF NARRATIVE M 001 ***