

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA6	<b>Page</b> 1 of 39
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAA09-03-R-0126	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003OCT10	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000  BLDG 350		<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2003NOV25 (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.**

<b>10. For Information Call:</b>	<b>Name</b> JOE MIGIEL <b>E-mail address:</b> MIGIELJ@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3476
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	30
X	D	Packaging and Marking	12	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	13	X	K	Representations, Certifications, and Other Statements of Offerors	31
X	F	Deliveries or Performance	19				
	G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	35
X	H	Special Contract Requirements	20	X	M	Evaluation Factors for Award	37

**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)

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

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

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

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

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 39**

PIIN/SIIN DAAA09-03-R-0126

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

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(End of clause)

(AM7010)

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

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

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

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

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

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

(End of Clause)

(AS7010)

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

(AS7000)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 39**

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

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

SEP/1997

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

(End of clause)

(AS7001)

ITEM: BOMB, PRACTICE, 500 LB., BDU-50C/B  
NSN: 1325-01-495-0239

1. THIS REQUEST FOR PROPOSALS IS ISSUED FOR A QUANTITY OF 22,542 EACH BOMB, PRACTICE, 500 LB., BDU-50C/B, P/N: 4512207, FOB DESTINATION. A 100% EVALUATED OPTION CLAUSE IS INCLUDED IN SECTION I OF THIS SOLICITATION. IT IS THE GOVERNMENT'S INTENT TO MAKE A SPLIT AWARD BASED UPON A 60/40 SPLIT OF THIS REQUIREMENT. HOWEVER, AN AWARD OF 100% OF THE SOLICITED QUANTITY WILL BE MADE TO ONE OFFEROR IF A SPLIT AWARD CANNOT BE JUSTIFIED PURSUANT TO THE BEST VALUE CRITERIA DELINEATED IN SECTION M, ATTACHMENT 001 HEREOF. THE 100% OPTION PERCENTAGE IS APPLICABLE TO THE ENTIRE 100% QUANTITY IF THE ENTIRE QUANTITY IS AWARDED TO ONE OFFEROR, OR TO EACH OF THE SPLIT QUANTITIES IF A SPLIT AWARD IS MADE.
2. CONTRACT LINE ITEM NUMBER (CLIN) 0001 REPRESENTS A 100% AWARD OF THE TOTAL REQUIREMENT; CLIN 0002 REPRESENTS A 60% AWARD OF THE TOTAL REQUIREMENT; CLIN 0003 REPRESENTS A 40% AWARD OF THE TOTAL REQUIREMENT. A QUANTITY OF 100 EACH IS FOR THE REQUIRED PREPRODUCTION SAMPLE. THIS QUANTITY IS PART OF THE TOTAL PRODUCTION QUANTITY OF EACH CONTRACT AWARDED. THE GOVERNMENT IS ALLOTTED 30 DAYS TO EVALUATE THE PREPRODUCTION SAMPLE, AND THIS TIME PERIOD IS FACTORED INTO THE DELIVERY SCHEDULES.
3. A BEST VALUE APPROACH WILL BE UTILIZED TO SELECT THE MOST ADVANTAGEOUS OFFER(S) TO THE GOVERNMENT. THE EVALUATION FACTORS TO DETERMINE THE AWARDEE(S) ARE TECHNICAL ABILITY (COMPRISED OF - IN DESCENDING ORDER OF IMPORTANCE - THE SUBFACTORS OF CRITICAL SKILLS, PROCESSES AND PROCEDURES: QUALITY ASSURANCE, TESTING, AND INSPECTION; PRODUCTION CAPABILITY; EXPERIENCE), RECENT, RELEVANT PAST PERFORMANCE (COMPRISED OF THE SUBFACTORS OF QUALITY AND ON-TIME DELIVERY, WHICH ARE OF EQUAL IMPORTANCE), PRICE, AND SMALL BUSINESS UTILIZATION (SBU). TECHNICAL ABILITY IS MORE IMPORTANT THAN EITHER PAST PERFORMANCE OR PRICE. PAST PERFORMANCE AND PRICE ARE OF EQUAL IMPORTANCE. PAST PERFORMANCE AND PRICE, INDIVIDUALLY, ARE MORE IMPORTANT THAT SMALL BUSINESS UTILIZATION. TECHNICAL ABILITY, PAST PERFORMANCE, AND SMALL BUSINESS UTILIZATION, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. THE GOVERNMENT IS NOT BOUND TO AWARD TO THE LOWEST PRICED OFFEROR IF TECHNICAL ABILITY (CRITICAL SKILLS, PROCESSES AND PROCEDURES; QUALITY ASSURANCE, TESTING AND INSPECTION; PRODUCTION CAPABILITY), RECENT, RELEVANT PAST PERFORMANCE (QUALITY AND ON-TIME DELIVERY), AND SMALL BUSINESS UTILIZATION JUSTIFY PAYMENT OF A PRICE PREMIUM. AS THIS SOLICITATION INCLUDES PROVISIONS TO EVALUATE OTHER FACTORS BESIDES PRICE, MULTIPLE AWARDS RESULTING FROM THIS REQUEST FOR PROPOSALS WILL BE BASED ON A COMBINATION OF EVALUATIONS OF TECHNICAL ABILITY, PAST PERFORMANCE, AND SMALL BUSINESS UTILIZATION THAT REPRESENT THE BEST VALUE TO THE GOVERNMENT. (NOTE: SEE ATTACHMENT 001 ENTITLED "ADDITIONAL SOLICITATION CLAUSES", PROVISIONS LF6068 "PAST PERFORMANCE INFORMATION" AND MF6012 "EVALUATION FACTORS FOR AWARD".) FOR EVALUATION PURPOSES, THE INFORMATION REQUESTED IN THESE CLAUSES MUST ACCOMPANY YOUR PROPOSAL. FAILURE TO PROVIDE THIS DATA MAY RESULT IN NONCONSIDERATION OF YOUR PROPOSAL. AWARD MAY BE MADE FROM INITIAL OFFERS WITHOUT DISCUSSION.
4. THE FOLLOWING ITEMS WILL BE FURNISHED AS GOVERNMENT-FURNISHED MATERIAL: MS3314 SUSPENSION LUG (2 PER BOMB) AND MHU149/E PALLET (1 PER 6 BOMBS).
5. THIS REQUIREMENT IS RESTRICTED TO UNITED STATES AND CANADIAN MANUFACTURERS PURSUANT TO 10 USC 2304(C)(3), INDUSTRIAL MOBILIZATION, AS AUTHORIZED BY FAR 6.302-3, AND THE REQUIRED JUSTIFICATION AND APPROVAL HAS BEEN EXECUTED.

\*\*\* END OF NARRATIVE A 002 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1325-01-495-0239                      NOUN: BOMB, PRACTICE, BDU-50C/B                      FSCM: 30003                      PART NR: SK4512207                      SECURITY CLASS: Unclassified</p> <p>NOUN: BOMB PRAC 500 LB BDU-50 C/B</p> <p>CONTRACT LINE ITEM NUMBER (CLIN) 0001AA REPRESENTS THE FIRST ARTICLE TEST REPORT REQUIREMENT. CLIN 0001AB REPRESENTS 100% OF THE TOTAL QUANTITY OF 22,542 EACH.</p> <p>(End of narrative B001)</p>	22542	EA	\$ _____	\$ _____																									
0001AA	<p><u>DATA ITEM</u></p> <p>FIRST ARTICLE TEST REPORT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td></td> <td>DAYS AFTER AWARD</td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0300</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD	001				3	DEL REL CD	QUANTITY		DAYS AFTER AWARD		001	1		0300					
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAA09-03-R-0126 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BOMB PRAC 500 LB BDU-50 C/B                      PRON: U13A0U99M2 PRON AMD: 02                      AMS CD: 41500684036                      CUSTOMER ORDER NO: FD20200317403</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      002 FW202630272053 FY8742 L 2  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u></p> <table border="0"> <tr><td>001</td><td>100</td><td>0360</td></tr> <tr><td>002</td><td>900</td><td>0420</td></tr> <tr><td>003</td><td>1,542</td><td>0450</td></tr> <tr><td>004</td><td>2,000</td><td>0480</td></tr> <tr><td>005</td><td>2,000</td><td>0510</td></tr> <tr><td>006</td><td>2,000</td><td>0540</td></tr> <tr><td>007</td><td>2,000</td><td>0570</td></tr> <tr><td>008</td><td>2,000</td><td>0600</td></tr> <tr><td>009</td><td>2,000</td><td>0630</td></tr> <tr><td>010</td><td>2,000</td><td>0660</td></tr> <tr><td>011</td><td>2,000</td><td>0690</td></tr> <tr><td>012</td><td>2,000</td><td>0720</td></tr> <tr><td>013</td><td>2,000</td><td>0750</td></tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (FY8742) FY8742 MCALESTER ARMY AMMO PLANT                      CML PHN 918 429 6252                      AF MUNITIONS STORAGE SITE                      MCALESTER OK 74501</p>	001	100	0360	002	900	0420	003	1,542	0450	004	2,000	0480	005	2,000	0510	006	2,000	0540	007	2,000	0570	008	2,000	0600	009	2,000	0630	010	2,000	0660	011	2,000	0690	012	2,000	0720	013	2,000	0750				
001	100	0360																																										
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013	2,000	0750																																										
0002	<p><u>PRODUCTION QUANTITY</u></p>	13525	EA	\$ _____	\$ _____																																							

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAA09-03-R-0126 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>NSN: 1325-01-495-0239                      FSCM: 30003                      PART NR: SK4512207                      SECURITY CLASS: Unclassified</p> <p>NOUN: BOMB PRAC 500 LB. BDU-50 C/B</p> <p>CONTRACT LINE ITEM NUMBER (CLIN)                      0002AA REPRESENTS THE FIRST ARTICLE                      TEST REPORT REQUIREMENT. CLIN 0002AB                      REPRESENTS 60% OF THE TOTAL QUANTITY                      OF 22,542, OR 13,525 EACH.</p> <p>(End of narrative B001)</p> <p><u>DATA ITEM</u></p> <p>FIRST ARTICLE TEST REPORT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0300</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0300				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
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0002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BOMB PRAC 500 LB BDU-50 C/B                      PRON: U13A0U99M2 PRON AMD: 02                      AMS CD: 41500684036                      CUSTOMER ORDER NO: FD20200317403</p>																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      002 FW202630272053 FY8742 L 2  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 100 0360                      002 1,425 0420                      003 2,000 0450                      004 2,000 0480                      005 2,000 0510                      006 2,000 0540                      007 2,000 0570                      008 2,000 0600</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (FY8742) FY8742 MCALESTER ARMY AMMO PLANT                      CML PHN 918 429 6252                      AF MUNITIONS STORAGE SITE                      MCALESTER OK 74501</p>				
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1325-01-495-0239                      FSCM: 30003                      PART NR: SK4512207                      SECURITY CLASS: Unclassified</p> <p>NOUN: BOMB PRAC 500 LB. BDU-50 C/B</p> <p>CONTRACT LINE ITEM NUMBER (CLIN)0003AA                      REPRESENTS THE FIRST ARTICLE TEST                      REPORT REQUIREMET. CLIN 0003AB REPRESENTS                      40% OF THE TOTAL QUANTITY OF 22,542 EACH,                      OR 9,017 EACH.</p>	9017	EA	\$ _____	\$ _____



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAA09-03-R-0126 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002	917 0420				
003	2,000 0450				
004	2,000 0480				
005	2,000 0510				
006	2,000 0540				
	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (FY8742) FY8742 MCALESTER ARMY AMMO PLANT CML PHN 918 429 6252 AF MUNITIONS STORAGE SITE MCALESTER OK 74501				
0004	<u>DATA ITEM</u>  SECURITY CLASS: Unclassified  Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit a.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 10 of 39**

PIIN/SIIN DAAA09-03-R-0126

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)

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

Page 11 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**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	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	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.

AUTOMATED DATA LIST (ADL) 4512207, ORIG., DATED 02-25-03, AND REVISION OF DOCUMENTS THEREON.

ADL CHANGE NOTICE 4512207001, DATED 5/15/03.

THE TECHNICAL DATA HAS BEEN REVIEWED FOR THE USE OF CLASS 1 OZONE DEPLETING CHEMICALS (ODC). WITH THE INCLUSION OF THE ODC SECTION IN THE ADL, THE SUBJECT PROCUREMENT DATA PACKAGE (PDP) IS CONSIDERED TO BE CERTIFIED AND DOES NOT CONTAIN ANY REQUIREMENTS TO UTILIZE CLASS I OZONE DEPLETING CHEMICALS.

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

(CS6100)

C-4	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

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

Page 12 of 39

PIIN/SIIN DAAA09-03-R-0126

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

Packaging shall be in accordance with TPO 01-006-5657, REV. J, DATED 6 JUNE 1986.

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

Marking shall be in accordance with TPO 01-006-5657, REV. J, DATED 6 JUNE 1986.

EXCEPTION: IN LIEU OF MIL-STD-129, MARKING OF THE PALLETIZED LOAD SHALL BE IN ACCORDANCE WITH DRAWING ACV00561, REV. B, DATED 1 APRIL 2002. BAR CODE MARKING IS REQUIRED.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with TPO 01-006-5657, REV. J, DATED 6 JUNE 1986.

(End of clause)

(DS6204)

**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	52.246-11	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 the requirements of:

(X) ISO 9002

OR

(X) ISO 9001-2000; only design/development exclusions permitted

( ) ISO 9001:2000; no exclusions permitted

and as modified by QAP 4512207, Rev. A , dated MAY 10, 2003.

(End of Clause)

(EF6001)

E-4	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		
	FIRST ARTICLE TEST (CONTRACTOR TESTING)		
	52.209-4512 OSC	(MAY 1994)	

a. The first article shall consist of:

FOUR COMPLETE UNITS (TWO EACH WILL BE DESTRUCTIVELY TESTED) AND FOUR COMPLETE SETS OF COMPONENTS.

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.







**Name of Offeror or Contractor:**

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 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-7 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL  
OSC

MAY/1994

a. Rework and Repair are defined as follows:

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

**Name of Offeror or Contractor:**

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

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

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

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

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

(End of Clause)

(ES7012)

E-8            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 be delivered to the Government as set forth in the Contract Schedule, unless otherwise specified in the contract.

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**

Page 19 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

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.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

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(End of Clause)

(FS7240)

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

Page 20 of 39

PIIN/SIIN DAAA09-03-R-0126

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-1 246.671 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 / J. MIGIEL  
Rock Island, IL 61299-6000

## 2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDB  
Rock Island, IL 61299-6000

## 3. Configuration Manager

Commander  
Naval Air Warfare Center - Weapons Division  
575 I Avenue, Suite 1  
Attn: Code 332200E (J. Winfrey)  
Point Mugu, CA 93042-5049

Naval Air System Command  
Suite 448 Bldg 2272  
47123 Buse Road  
Attn: PMA-201C2 (R. Derus)  
Patuxent River, MD 20670

## 4. Send additional copies in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 21 of 39**

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

H-2            242-1107(B)            INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS            JUN/1996  
DFARS            REPORTS - AMMO (NAVY SPECIAL)

\*\*\*

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  
Rock Island, IL 61299-6000

## 2. Administration Office:

See Award Document

## 3. Production Manager:

U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDB  
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

## ( ) b. Commanding Officer

Naval Weapons Support Center  
ATTN: Code PM4  
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

## (X) e. Commander

Naval Air Warfare Center - Weapons Division  
575 I Avenue, Suite 1  
ATTN: Code 332200E / J. Winfrey  
Point Mugu, CA 93042-5049

## (X) f. Commander

McAlester Army Ammunition Plant  
1 C-Tree Road  
ATTN: Brad Rutledge / SJMMC-LO  
McAlester, OK 74501

(End of Clause)

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

Page 22 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

H-3            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-4            52.242-4508            PROGRESS PAYMENT LIMITATION            MAR/1988  
 OSC

Prior to first article approval, only costs incurred for the first article or those authorized in writing by the contracting officer 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)

(HS6009)

H-5            52.245-4506            GOVERNMENT FURNISHED PROPERTY            OCT/1994  
 OSC

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 018 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 018 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 018 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

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

(End of Clause)

(HS6075)

H-6            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA            MAY/2002  
 DFARS

\*\*\*

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

(End of Clause)

(HA7502)



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 24 of 39**

**PIIN/SIIN** DAAA09-03-R-0126

**MOD/AMD**

**Name of Offeror or Contractor:**

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 25 of 39

PIIN/SIIN DAAA09-03-R-0126

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	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-16	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-17	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	MAY/2001
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-34	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-47	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-48	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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

Page 26 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-52	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-53	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-54	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-55	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-56	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-57	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-58	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-59	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-60	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

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

b. The Government reserves the right to increase the quantity of item(s) 0001, 0002, or 0003 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0002, or 0003 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 days prior to last scheduled delivery by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Destination: McAlester AAP)	\$_____ CLIN 0001
	\$_____ CLIN 0002
	\$_____ CLIN 0003

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

(End of Clause)

(IF6080)

I-61	52.243-7	NOTIFICATION OF CHANGES	JAN/2001
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**Name of Offeror or Contractor:**

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

\*\*\*

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

\*\*\*

(End of clause)

(IF6250)

I-62 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 1,095 days after acceptance --

\*\*\*

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

\*\*\*

(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-63 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

SEP/1989

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

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_, Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional

**Name of Offeror or Contractor:** \_\_\_\_\_

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-64            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-65            252.211-7005        SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS        MAR/1999  
DFARS

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal



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

Page 30 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD1423	09-OCT-03	006	
Attachment 001	ADDITIONAL SOLICITATION CLAUSES		019	
Attachment 002	DOCUMENT SUMMARY LIST		003	
Attachment 003	ADDRESS CODE DISTRIBUTION		001	
Attachment 004	ADDRESS LIST		001	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD1423		001	
Attachment 006	GUIDANCE ON DOCUMENTATION		002	
Attachment 007	DATA DELIVERY DESCRIPTION:ECP		009	
Attachment 008	DATA DELIVERY DESCRIPTION:NOR		002	
Attachment 009	DATA DELIVERY DESCRIPTION: RFD		004	
Attachment 010	SPECIAL INTERFACE GAGES		001	
Attachment 011	QA PROVISIONS	10-MAY-03	006	
Attachment 012	FORM 715-3 DEFENSE PRIORITIES AND ALLOCATION SYSTEM		002	
Attachment 013	STD FORM LLL DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 014	OFFEROR WORKSHEET FOR SUBMITTAL OF PAST PERFORMANCE INFO		002	
Attachment 015	LISTING OF GOVERNMENT OWNED EQUIPMENT		002	
Attachment 016	GOVT CONCEPT OF OPERATIONS		021	
Attachment 017	VALUE ENGINEERING		001	
Attachment 018	STMT OF WORK: ACCOUNTABILITY INSTRUCTIONS FOR GFM		001	
Attachment 019	TECH DATA (MAILED)		1CD	

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

Page 31 of 39

PIIN/SIIN DAAA09-03-R-0126

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 332993 (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	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_

Name of Offeror or Contractor:

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

\*\*\*

(End of Provision)

(KF7005)

K-5 52.207-4 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-6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are ( )
are not ( )

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

(B) Have ( )
have not ( ),

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

(C)Are ( )
are not ( )

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

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

has not ( ),

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

\*\*\*

(End of Provision)

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

Page 33 of 39

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

(KF7033)

K-7

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-8

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-9

52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

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

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

(b) it

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

(End of provision)

(KF7020)

K-10

252.247-7022  
DFARS

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

\*\*\*

**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 35 of 39

PIIN/SIIN DAAA09-03-R-0126

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.

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(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	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	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 DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-7	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mary S. Adams, Procuring Contracting Officer.

(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	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
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SEE ATTACHMENTS ENTITLED "ADDITIONAL SOLICITATION CLAUSES" AND "OFFEROR WORKSHEET FOR SUBMITTAL OF PAST PERFORMANCE INFORMATION". THE "ADDITIONAL SOLICITATION CLAUSES" ENCOMPASS ALL REQUIRED BEST VALUE DATA, INCLUDING PAST PERFORMANCE INFORMATION, TO BE SUBMITTED BY THE OFFEROR.

(End of provision)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 36 of 39**

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

(LP6048)

L-9 52.211-4510 PARTNERING  
AMC

AUG/2001

\*\*\*The principal government representatives for this effort will be

MARY S. ADAMS, PROCURING CONTRACTING OFFICER

STEVE CAPPELLO, PRODUCT ENGINEER

RANDY STEC, QUALITY ASSURANCE SPECIALIST

JOSEPH MIGIEL, CONTRACT SPECIALIST

(End of Provision)

(LM6100)

L-10 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.

(End of provision)

(LF7015)

**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	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

See Attachment 001 "Additional Solicitation Clauses".

(End of Provision)

(MP6012)

M-3	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(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:

SEE "ADDITIONAL SOLICITATION CLAUSES", ATTACHMENT 001.

\*\*\*

(End of Provision)

(MP6025)

M-4	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

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

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

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

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

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

**Name of Offeror or Contractor:**

Cognizant Government Agency (including address): \_\_\_\_\_

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

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

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

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

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

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

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

$$\frac{\text{TxRxPxS}}{Q} = C$$

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 39 of 39**

PIIN/SIIN DAAA09-03-R-0126

MOD/AMD

**Name of Offeror or Contractor:**

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

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

(End of provision)

(MS7005)

M-5

52.247-4502

TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT-  
FURNISHED MATERIAL (WITH DIFFERENTIALS)

MAY/1993

OSC

\*\*\*

(End of provision)

(MS7010)