

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 59
2. Contract No.	3. Solicitation No. DAAA09-03-R-0192	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003OCT30	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-LB ROCK ISLAND, IL 61299-6000 BLDG 350		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2003DEC05 (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 CHRIS THOMPSON E-mail address: THOMPSONC2@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-4345
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

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

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

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

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(End of clause)

(AM7010)

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

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

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

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

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

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

(End of Clause)

(AS7010)

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

(AS7000)

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Name of Offeror or Contractor:

A-5 52.252-4500 FULL TEXT CLAUSES SEP/1997
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***) .

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

1. This solicitation is issued for 1,705,900 each M781 Cartridges; the exact quantity awarded from this solicitation may be increased or decreased by 10% (per Line Item) without discussions prior to award. The solicitation is set aside 100% for small business concerns. The solicitation request prices with and without first article testing on a FOB Origin basis. A 50% evaluated option, for each line item, will be included in Section I. It is the Government's intent to make a three way split award (45%, 30% and 25%) as shown in Schedule B.

2. The lowest price technically acceptable source selection process will be used to evaluate this procurement. The awards will be based on that combination of Line Items that results in the lowest overall price to the Government while still providing for awards to three separate offerors (See Sections L and M).

3. The technical data package for the M781 Cartridge is available on CD ROM only. Technical data package is restricted to contractors who are registered to receive restricted data.

4. Offers should be priced on proposal lines, With and Without First Article, for Line Item 0001 (767655 each), Line Item 0002 (511770) and Line Item 0003 (426475). (Note: Disregard the pricing line directly across from the Line Items).

5. A Pre Award Survey will be conducted.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0192 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: 4A3A0122M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3174A725 W22PVK J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 91,710 0240 002 109,665 0270 003 109,665 0300 004 62,060 0330</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p>				
0001AE	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: 4A3A3031M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3057A725 W53XMD J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 47,605 0330</p>				

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 PIIN/SIIN DAAA09-03-R-0192 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 109,665 0360				
	003 109,665 0390				
	004 109,665 0420				
	FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
0001AF	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CTG 40MM M781 PRAC PRON: 4A3A7031M2 PRON AMD: 02 AMS CD: 41303222008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3198A725 W25G1R J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 3,355 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150				
0001AG	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CTG 40MM M781 PRON: J53A0M34M2 PRON AMD: 02 AMS CD: VZC001 FMS CASE IDENTIFIER: JO-B-VZC <u>Packaging and Marking</u>				

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0001AJ	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: 4A3A3031M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W81YWB3057A725</td> <td>W53XMD</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>47,605</td> <td>0270</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>109,665</td> <td>0300</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>109,665</td> <td>0330</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>109,665</td> <td>0360</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W81YWB3057A725	W53XMD	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	47,605	0270				002	109,665	0300				003	109,665	0330				004	109,665	0360							
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0002	<p><u>M781</u></p> <p>NSN: 1310-01-211-8073 FSCM: 19200 PART NR: 9395853 SECURITY CLASS: Unclassified</p> <p>Pricing Lines for With First Article</p> <p>Pricing Lines for Without First Article</p> <p>(End of narrative F001)</p>	511770	EA	\$ _____	\$ _____																																																
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0002AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: 4A3A8031M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB3218A725 W25G1R J 1</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD 001 40 0270</p> <p>002 73,110 0330</p> <p>003 72,950 0390</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150</p>				
0002AE	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: U13A1U21M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FW202631252051 W53XMD L 3 PROJ CD BRK BLK PT DJO</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD 001 73,110 0180</p> <p>002 73,110 0240</p> <p>003 73,110 0300</p> <p>004 73,270 0360</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>				

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0003AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0180			426475	EA	\$ _____	\$ _____
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0003AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p>																													

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	<p>NOUN: CTG 40MM M781 PRAC PRON: 4A3AA031M2 PRON AMD: 01 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3294A726 W25G1R J 1 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10,045 0240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150</p>				
0003AC	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: J53AOM59M2 PRON AMD: 02 AMS CD: WUU002 FMS CASE IDENTIFIER: JA-B-WUU</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BJAC9530909002 BXXWUU L BJAC00 3 <u>PROJ CD BRK BLK PT</u> BJAC00 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2,100 0240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0003AD	<p>MARK FOR: CHIEF MUTUAL DEFENSE ASSISTANCE OFFICE APO SAN FRANCISCO 96503</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 PRON: WH3A0E10M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <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>W81YWB3113A725</td> <td>W53XMD</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>100</td> <td>0240</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</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	W81YWB3113A725	W53XMD	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	100	0240							
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	100	0240																											
0003AE	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: WH3A0E62M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <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>W81YWB3182A729</td> <td>W22PVK</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> </table> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W81YWB3182A729	W22PVK	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>													
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: CTG 40MM PRAC M781 PRON: 4A3A9031M2 PRON AMD: 01 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3294A725 W25G1R J 1 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10,830 0240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150</p>				
0003AH	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM M781 PRAC PRON: 4A3AA031M2 PRON AMD: 01 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3294A726 W25G1R J 1 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10,045 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
0003AJ	<p>GATE 7 CHAMBERSBURG PA 17201-4150</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: J53A0M59M2 PRON AMD: 02 AMS CD: WUU002 FMS CASE IDENTIFIER: JA-B-WUU</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="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>BJAC9530909002</td> <td>BXXWUU</td> <td>L</td> <td>BJAC00</td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td></td> <td>BJAC00</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>2,100</td> <td>0180</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: CHIEF MUTUAL DEFENSE ASSISTANCE OFFICE APO SAN FRANCISCO 96503</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	BJAC9530909002	BXXWUU	L	BJAC00	3	<u>PROJ CD</u>	<u>BRK BLK PT</u>		BJAC00	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	2,100	0180				
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0003AK	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 PRON: WH3A0E10M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <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>W81YWB3113A725</td> <td>W53XMD</td> <td>J</td> <td></td> <td>1</td> </tr> </table> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W81YWB3113A725	W53XMD	J		1														
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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL	<p> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 100 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CTG 40MM PRAC M781 PRON: WH3A0E62M2 PRON AMD: 02 AMS CD: 41303222008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W81YWB3182A729 W22PVK J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 100 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 </p>				
0003AM	<p> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CTG 40MM PRAC M781 PRON: 4A3A1122M2 PRON AMD: 02 AMS CD: 41303222008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin </p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3192A726 W44XMF J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 37,750 0180 002 60,925 0210 003 60,925 0240 004 60,925 0270 005 60,925 0300 006 60,925 0330 007 60,925 0360 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000 <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CTG 40MM PRAC M781 PRON: 4A3A9031M2 PRON AMD: 01 AMS CD: 41303222008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB3294A725 W25G1R J 1 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10,830 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7</p>				

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Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0192 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>CHAMBERSBURG PA 17201-4150</p> <p><u>CONTRACT DATA DESCRIPTION (1423)</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A</p> <p>(End of narrative F001)</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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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)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 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.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9395853 with revisions in effect as of 07/23/03 (except as follows):

Add Distribution Statement A to those missing on Product, Packaging and Inspection documents.

(CS6100)

C-4	52.247-4503 OSC	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
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Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-5	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9325896 revision L, dated 26 Feb 2002.

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

Marking shall be in accordance with 9325896, Revision L, dated 26 Feb 2002. 2-D bar code marking is required in accordance with 8796522, Rev BL, dated 1 May 2003. Engineering Change Proposal R3K3021 applies to 8796522.

EXCEPTION: The following shall apply to drawing 9325896, Revision L, dated 26 Feb 2002:

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 Regulations. 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.

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

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9325896. 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 requirements for all non-manufactured wood used in packaging applies for this contract. Engineering Change Proposal R3K3015 applies to wirebound box MIL-B-46506. In addition Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/26Q, revision 1, dated Dec 85, and 19-48-4116, Revision 7, dated Sep 2001. Engineering Change Proposal 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. In addition Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

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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	52.246-4550 OSC	CRITICAL CHARACTERISTICS	JUN/2001
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

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

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

(End of Clause)

(EF6001)

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

a. The first article shall consist of:

First Article Test to consist of those items and quantities as cited in item specification MIL-C-63239B (6), dated 30 Aug 00. Also a minimum of 10 each components, subassemblies and assemblies are to be inspected for all unlisted characteristics 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

Name of Offeror or Contractor:

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 the Quality Assurance Representative to Joint Munitions Command/Product Quality Manager Rock Island, IL to Procuring Contracting Officer at Rock Island, IL.

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

(End of Clause)

(ES6031)

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

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

The Government will furnish the following test equipment to support First Article, Reliability, and/or Acceptance Tests. The Contractor will submit a written request for this property to the Contracting Officer no later than thirty (30) days prior to the desired delivery date.

(a) Item National Cost Unit of

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MOD/AMD

Name of Offeror or Contractor:

Nomenclature	Stock Number	Quantity	Each	Issue
M16 Rifle	1005-01-128-9936	1	NA	Each
M203 Launchers	1010-00-179-6447	2	NA	Each
M203 Barrels	1010-01-3763342	5	NA	Each

(b) Estimated Weight: NA pounds.

(c) Cube: NA cu. ft.

(End of Clause)

(ES6115)

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

MAY/1994

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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

Date of Acceptance _____

Contract Number(s) _____

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

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

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

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

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g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall 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-9 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
 OSC

MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform

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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/NCCL Z540-1 or ISO 10012-1.

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

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

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

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

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

(End of Clause)

(ES7010)

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Name of Offeror or Contractor: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)

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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.

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-10	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 _____*

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Name of Offeror or Contractor:

Size of railcar _____

Type of railcar _____

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

Size of trailer _____Ft

Type of trailer _____

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

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

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

(FF6012)

F-11 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)

(FF7005)

F-12 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
OSC

(End of Clause)

(FS7240)

F-13 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
OSC

(End of Clause)

(FS7405)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-2	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.

(If none, insert NONE)

(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-L
Rock Island, IL 61299-6000

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

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Name of Offeror or Contractor:

Rock Island, IL 61299-7630

(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-L
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: AMSJM-CDL
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 JUN/1996
DFARS REPORTS OF DELAYS IN DELIVERY

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	Commander US Army Joint Munitions Command AMSJM-CDL Rock Island, IL 61299	1

(End of Clause)

(HA6028)

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

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SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	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	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996) - (ALTERNATE I) (OCT 1995)	JUL/1996
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-36	52.232-11	EXTRAS	APR/1984
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	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-40	52.232-25	PROMPT PAYMENT	MAY/2001
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	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	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-46	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-50	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-51	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-52	52.248-1	VALUE ENGINEERING	FEB/2000

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-57	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-58	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-59	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-60	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-61	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-62	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-63	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-66	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-67	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-68	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-69	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-70	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-71	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-72	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-73	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-74	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-75	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-77	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 and 0003 by a quantity of up to and including but not exceeding 50 percent, per item, 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 and 0003 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time prior to the last two months of the contract 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.

Name of Offeror or Contractor:

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

g. Offered Unit Prices for the Option Quantities are:

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

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

(End of Clause)

(IP6080)

I-78 52.243-7 NOTIFICATION OF CHANGES JAN/2001

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

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

(End of clause)

(IP6250)

I-79 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

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

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

(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:

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

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MOD/AMD

Name of Offeror or Contractor:

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

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

(End of Clause)

(IP6070)

I-80 252.223-7007 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
Ctg 40mm Practice M781	1310-01-211-8073	CAT IV

(End of clause)

(IA6200)

I-81 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

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

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

I-82 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)

Name of Offeror or Contractor:

(IF7016)

I-83 252.211-7005 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.dcmam.mil/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)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

(IA7015)

I-84 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998 DFARS

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	13-AUG-03	005	
Attachment 001	ENGINEERING CHANGE PROPOSAL/NOTICE OF REVISION R3S2055	04-JUN-03	002	
Attachment 002	SECURITY STATEMENT OF WORK - PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E)		003	
Attachment 003	DOCUMENT SUMMARY LIST		003	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 007	LIST OF ADDRESSES FOR DD FORM 1423		001	
Attachment 008	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 011	AFSC FORM - WARNING LABEL		001	
Attachment 012	LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE			
Attachment 013	DEFENSE PRIORITIES AND ALLOCATION SYSTEM			
Attachment 014	DISCLOSURE OF LOBBYING ACTIVITIES			
Attachment 015	ENGINEERING CHANGE PROPOSAL/NOTICE OF REVISION R3S2064	26-SEP-03	002	

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Name of Offeror or Contractor:

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

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

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

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

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

(KA7001)

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

(b) Representations.

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

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

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

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

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

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

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

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

(End of provision)

(KP6003)

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

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MOD/AMD

Name of Offeror or Contractor:

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

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

***"

(d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

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

(End of Provision)

(KF7043)

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

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

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

OFFEROR RECOMMENDATIONS

ITEM

QUANTITY

PRICE
QUOTATION

TOTAL

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

(End of provision)

(KF7003)

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

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

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

(A) Are ()

are not ()

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

(B) Have ()

have not (),

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

(C)Are ()

are not ()

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

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

has not (),

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

(End of Provision)

(KF7033)

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

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

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

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

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

(End of provision)

(KF7035)

K-9 52.222-22 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

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MOD/AMD

Name of Offeror or Contractor:

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-10 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-11 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
DFARS

SEP/1999

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin

(List only qualifying country end products.)

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

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Name of Offeror or Contractor:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin (If known)

(End of Provision)_____

(KA7702)

K-12 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
DFARS

AUG/1992

(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)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/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	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

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

(End of Provision)

(LF6019)

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

(End of Provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ Joint Munitions Command, ATTN: Mr. Jim Prather, AMSJM-CCA-L, 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-9	252.211-7001 DFARS	AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	DEC/1991
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

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Name of Offeror or Contractor:

US Naval Publications and Printing Service Office
700 Robbins Avenue
Standardization Documents Order Desk
Building 4D
Philadelphia, PA 19111-5094

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

(LA6700)

L-10	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be -1- (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-11	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(LF7002)

L-12	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(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)

L-13	9.306(C)	WAIVER OF FIRST ARTICLE APPROVAL	SEP/1995
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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

(LF7009)

L-14	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	OSC		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website,

Name of Offeror or Contractor:

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

EVALUATION FACTORS INFORMATION:

The evaluation factors for this acquisition are located in Section M of this solicitation under the clause entitled "Evaluation Factors for Award".

*** END OF NARRATIVE L 001 ***

020b06040202020204 020b06040202020204I. INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSAL:

a. The proposal shall consist of the following:

(1) One executed signed copy of the solicitation and all amendments which shall include offeror's proposed price;
and

(2) Volume I - Technical Plan (2 copies)

b. The complete proposal, including executed solicitation and all amendments, and all copies of the Technical Plan will be forwarded to the following address:

U.S. Army Joint Munitions Command
Ammunition Contracting Team
ATTN: AMSJM-CCA-L (Ms. Chris Thompson)
Bldg 350, Middle Bay, 6th Floor
Rock Island, IL 61299-6000

II. PREPARATION FOR THE TECHNICAL PLAN AND PRICE SUBMISSIONS:

The offeror's Technical Plan is to be submitted as a completely separate volume from the executed solicitation. Information intended for the Government to consider shall be confined to that volume. This information must be submitted on a 8 1/2 X 11 inch standard paper stock, with one inch margins, in font Courier New 12 pitch. Offerors are cautioned that incorporated by reference is not allowed. Offeror not submitting the information in the proper format may be considered noncompliant and deemed not eligible for award. The offeror must provide information in sufficient detail to allow the Government to make a Technical assessment.

a. Technical Plan:

Name of Offeror or Contractor:

The offeror shall provide evidence which demonstrates understanding of the technical data package and the production processes necessary to produce acceptable M781 Cartridges in accordance with quantity and schedule requirements in the solicitation. The evidence shall include experience in

Use of high volume production machinery,

Ammunition and Propellants handling and storage,

Test facilities, equipment and weapons storage and maintenance.

The evidence shall identify and demonstrate understanding of the product characteristics and process parameters which must be controlled in order to consistently meet or exceed Cartridge performance requirements. The evidence shall identify and demonstrate understanding and capability to use process controls to prevent manufacture of defects (especially critical, safety defects). The evidence shall identify and discuss expected, additional capital equipment, facilities or tooling needed to produce acceptable Cartridges in accordance with requirements in the solicitation. The evidence shall identify and demonstrate understanding and capability to use automated acceptance inspection equipment, including calibration procedures, in the Cartridge production process.

b. Price:

(1) With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, shall be explained in the proposal. For example, if the use of new and innovative techniques are intended, their impact on price shall be explained. If a business policy decision has been made to absorb a portion of the program costs that have not been included in your proposed pricing, that decision shall be stated and quantified in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(2) In the event the offeror submits any cost or pricing information pursuant to the above, it shall be submitted in a volume separate from other information (e.g., cost/pricing information should not be in the same volume as information submitted to show the offerors technical capability).

(3) All prices for this acquisition shall be stated in current dollars. This shall also include escalation, as appropriate.

(4) The offeror shall insert his unit prices in the spaces provided in Sections B and I for the basic and option quantities, respectively. The offeror is reminded that if unit prices arent entered in Section I for the option pricing, the lowest price offered in Section B for each CLIN shall be the price evaluated/awarded for any option quantities.

(5) The offeror shall provide unit prices for all CLINs contained in Section B. This includes both with and without first article prices. Failure to provide unit prices for any CLIN may make the offeror non-responsive and ineligible for award.

(6) Cost and pricing data isnt required to be submitted with the proposal. However, the Government reserves the right to require cost and pricing data or information other than cost or pricing data for any or all of the CLINs in the event such data is necessary to establish a fair and reasonable price. The Government reserves the right to conduct negotiations on the offered prices for any CLIN

*** END OF NARRATIVE L 002 ***

Name of Offeror or Contractor:

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

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

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

(End of provision)

(MS7005)

020b06040202020204I. BASIS FOR AWARD

a. Solicitation Terms:

(1) 100% Small Business Set Aside

(2) Lowest Price/Technically Acceptable

(3) Firm Fixed Price

(4) 50% Evaluated Option

(5) With and Without First Article

(6) The Government intents to make a three way split award (45% - 767,655 each, 30% - 511,770 each and 25% - 426,475 each)

(7) FOB Origin.

b. Evaluation Factors:

(1) Technical Plan:

Use of high volume production machinery

Ammunition and propellants handling and storage

Test facilities, equipment and weapons storage and maintenance

(2) Price

c. Evaluation Factors Rating:

Name of Offeror or Contractor:

(1) Technical Plan:

(a) To be considered Acceptable: Offeror demonstrates understanding of the technical data package and production processes necessary to produce acceptable M781 Cartridges in accordance with quantity and schedule requirements in the solicitation. There must be little doubt that the offeror will have capability to use high volume production machinery, will be able to handle and store ammunition and propellants, will have necessary test facilities, equipment, weapons storage and maintenance. The offeror has identified and demonstrated understanding of the product characteristics and process parameters which must be controlled in order to consistently meet or exceed Cartridge performance requirements. There is little doubt the offeror has identified, understands and is capable of using appropriate process controls to prevent manufacture of defects (especially critical, safety defects). There is little doubt the Offeror will have necessary capital equipment, facilities or tooling needed to produce acceptable Cartridge in accordance with requirements in the solicitation. There is little doubt the Offeror is capable of using appropriate automated acceptance inspection equipment, including calibration procedures, in the Cartridge production process.

(b) To be determined Unacceptable: The offeror is considered technically unacceptable if they fail to satisfy the definition of Acceptable.

(2) Price:

(a) Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not necessarily limited to) other Government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

(b) The total evaluated unit prices will be based on the offerors unit prices as inserted into Sections B and I and evaluation factors as described elsewhere in this solicitation.

(c) The evaluated unit prices will then be multiplied by the CLIN quantities to determine the total evaluated prices for each CLIN. The total evaluated prices will also include the evaluated option prices.

(d) It is the Governments intent to award three separate contracts, one for each CLIN, to three different offerors. The Government intends to award each CLIN to a different offeror, however, the Government reserves the right to award two CLINs to one offeror if it does not receive responsive bids, at fair and reasonable prices, from at least three offerors. The Government will make awards based on the combination of CLINs that results in the lowest overall price to the Government. Six combinations are possible as follows:

Combination 1	1st Selection	CLIN 0001
	2nd Selection	CLIN 0002
	3rd Selection	CLIN 0003
Combination 2	1st Selection	CLIN 0001
	2nd Selection	CLIN 0003
	3rd Selection	CLIN 0002
Combination 3	1st Selection	CLIN 0002
	2nd Selection	CLIN 0001
	3rd Selection	CLIN 0003
Combination 4	1st Selection	CLIN 0002
	2nd Selection	CLIN 0003
	3rd Selection	CLIN 0001
Combination 5	1st Selection	CLIN 0003
	2nd Selection	CLIN 0001
	3rd Selection	CLIN 0002
Combination 6	1st Selection	CLIN 0003
	2nd Selection	CLIN 0002
	3rd Selection	CLIN 0001

Name of Offeror or Contractor:

(1) The difference between the combinations results from the order in which the offerors are selected. Differences in unit prices, and the possibility that one offeror may be the low offeror on two or all three of the CLINs, could affect the total price of the combinations. Using combination 3, for example, the Government would determine the total combination price as follows:

(i) The offeror offering the lowest total evaluated price for CLIN 0002 is selected first. That offeror will then be ineligible to be considered for the remaining two CLINs.

(ii) The offeror offering the lowest total evaluated price for CLIN 0001 is next selected. In the event this offeror happens to be the same offeror selected for CLIN 0002, the Government will select the next low offeror. The offeror selected for CLIN 0001 will then be ineligible for award of the remaining CLIN.

(iii) Finally, the Government will select that offeror offering the lowest total evaluated price for CLIN 0003 who was not selected for either of the other two CLINs.

(2) All of the other combinations will be handled in the same manner as described above.

(3) In the event that there is a tie for the lowest evaluated price on any CLIN within any combination, drawing by lot limited to the offerors tied for the low evaluated price will be used to select the offeror. As stated above, if the tie involves an offeror who has already been selected for a previous CLIN within that combination, that offeror is not eligible for the drawing.

(4) In the event that there is a tie for the lowest price between any two or more combinations, the award will be made based on the lowest numbered combination. For example, if combinations 2 and 6 are tied for the lowest total evaluated price, the award will be made based on combination 2.

*** END OF NARRATIVE M 001 ***