

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 50
2. Contract No.	3. Solicitation No. DAAA09-03-R-0195	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2004JUL02 (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 SUSAN A. PHARES E-mail address: PHARESS@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-1019
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

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PIIN/SIIN DAAA09-03-R-0195

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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>
A-1 52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. 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 incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/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.
4. 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 Small Business Set Aside Request for Proposal is for the acquisition of M550 Escapement Assemblies.
2. A Lowest Price Technically Acceptable technique will be used to select the most advantageous offer to the Government. Technical acceptability will be based on an evaluation of the offerors' Technical Plan/Approach. Offerors will be required to address specific capabilities to include the Use of Manual and/or Automated Production Equipment; Ability to Handle and Store Ammunition, Weapons, and Energetic Materials; Ability to Obtain Access To and Use Test Facilities; Capability to Control Product Physical Characteristics; and Use of Manual and/or Automated Acceptance Inspection Equipment (AIE).
3. Award may be made from the initial offer, without discussions. Offerors are not required to submit cost and pricing data with their initial offer, but may be requested to do so at a later date if determined necessary by the contracting officer.
4. The following items will be furnished as GFE/GFM:

M55 Detonators	NSN: 1376-00-277-2413	Quantity: Not to exceed 1,606,254 for the basic contract quantity
M129 Grenade Launchers	NSN: 1010-00-781-9953	Quantity: 2 each
MK-19	NSN: 1010-01-126-9063	Quantity: 2 each (these are to be furnished only if the M129 Grenade Launchers are not available)

5. The technical data package for the M550 Escapement Assembly has a Distribution Statement of "X". Therefore, distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementating 10 USC 140c. A Military Critical Technical Data Agreement, DD Form 2345, certified by Defense Logistics Services Center, Battle Creek, Michigan, is required. Technical data packages cannot be forwarded to a contractor who has not been certified. The form and all applicable instructions can be obtained by contacting Linda Howard at telephone 1-800-352-3572 or at the following web site: www.dlis.dla.mil/jcpc.

6. WARNING: THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. 2751 et seq) OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, TITLE 50, U.S.C. APP 2401 et seq. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DOD DIRECTIVE 5230.25.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1390-01-245-8888 FSCM: 19200 PART NR: 8886357 SECURITY CLASS: Unclassified</p> <p>NOUN: M550 ESCAPEMENT ASSEMBLY SECURITY CLASS: Unclassified With First Article Approval Delivery Shall Be FOB Origin</p> <p>Without First Article Approval (Delivery of CLINs 0001AA, 0001AB, 0001AD, 0001AF and 0001AH Not Required) Delivery Shall be FOB Origin</p> <p>*OFFERORS: DO NOT FILL IN A UNIT PRICE OR AMOUNT ON THE LINES NEXT TO THE QUANTITIES BELOW. THESE PRICES SHALL BE FILLED IN BY THE \$ ACROSS FROM THE "WITH FIRST ARTICLE APPROVAL" AND "WITHOUT FIRST ARTICLE APPROVAL" SECTIONS ABOVE FOR A TOTAL QUANTITY OF 1,544,475 EACH M550 ESCAPEMENT ASSEMBLY.</p> <p>(End of narrative F001)</p>			<p>\$ _____ *</p> <p>\$ _____ *</p>	<p>\$ _____ *</p> <p>\$ _____ *</p>																									
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><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> </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>0090</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0090			1	LO	\$ ** NSP **	\$ ** NSP **
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAA09-03-R-0195 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>887219</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M550 ESCAPEMENT F/M918 PRON: 4A3C0123M2 PRON AMD: 04 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ32044001 Y00000 M 2 PROJ CD BRK BLK PT HMK</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>200,000</td> <td>0150</td> </tr> <tr> <td>002</td> <td>200,000</td> <td>0180</td> </tr> <tr> <td>003</td> <td>200,000</td> <td>0210</td> </tr> <tr> <td>004</td> <td>200,000</td> <td>0240</td> </tr> <tr> <td>005</td> <td>87,219</td> <td>0270</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	200,000	0150	002	200,000	0180	003	200,000	0210	004	200,000	0240	005	87,219	0270	887219	EA	\$ _____	\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
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002	200,000	0180																					
003	200,000	0210																					
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0001AC	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>887219</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M550 ESCAPEMENT F/M918 PRON: 4A3C0123M2 PRON AMD: 04 AMS CD: 41303222008</p>	887219	EA	\$ _____	\$ _____																		

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0001AF	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M550 ESCAPEMENT F/M918 40MM PRON: U12C1U54M2 PRON AMD: 01 AMS CD: 41303222011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	741	EA	\$ _____	\$ _____

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0001AG	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ31924006 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 741 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M550 ESCAPEMENT F/M918 40MM PRON: U12C1U54M2 PRON AMD: 01 AMS CD: 41303222011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ31924006 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 741 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	741	EA	\$ _____	\$ _____
0001AH	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE:</p>	654579	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Firm-Fixed-Price NOUN: M550 ESCAPE F/M918 40MM PRON: 4A3C3035M2 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 W52PLJ32174051 Y00000 M 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 110,104 0270 002 101,716 0300</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52PLJ32234030 CDARC4 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 98,284 0300 002 124,475 0330</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARC4) XR TEKNOCRAFT INC 425 WEST DRIVE MELBOURNE FL 32904-1035</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W52PLJ32234031 CDAP95 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 75,525 0330 002 144,475 0360</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CDAP95) XR JKS INDUSTRIES INC</p>				

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0001AJ	<p>8605 FOXTAIL COURT TAMPA FL 33647-0500</p> <p>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M550 ESCAPE F/M918 40MM PRON: 4A3C3035M2 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>W52P1J32174051</td> <td>Y00000</td> <td>M</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>110,104</td> <td>0210</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>101,716</td> <td>0240</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</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>002</td> <td>W52P1J32234030</td> <td>CDARC4</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>98,284</td> <td>0240</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>124,475</td> <td>0270</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARC4) XR TEKNOCRAFT INC 425 WEST DRIVE MELBOURNE FL 32904-1035</p> <p>DOC SUPPL</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	W52P1J32174051	Y00000	M		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	110,104	0210				002	101,716	0240				DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52P1J32234030	CDARC4	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	98,284	0240				002	124,475	0270				654579	EA	\$ _____	\$ _____
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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	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 8886357 with revisions in effect as of as of 1/27/2000 (except as follows):

PRESERVATION, PACKAGING AND PACKING OF ESCAPEMENT ASSEMBLY SHALL BE DONE IN ACCORDANCE WITH (IAW) THE DEPARTMENT OF TRANSPORTATION (DOT) REQUIREMENTS AS SPECIFIED IN CODE OF FEDERAL REGULATIONS (CFR 49). THE CARTRIDGE SHALL BE PACKED IAW DRAWING 12598456 IN A (4C1) WOOD BOX (DRAWING NO 12598465) AS DEFINED BY THE PERFORMANCE ORIENTED PACKAGING (POP) REQUIREMENTS OF CFR 49, PART 178 (NOTE: MARKING OF THE BOX SHALL BE DEFINED HEREIN). PRIOR TO SHIPMENT, THE CONTRACTOR SHALL ENSURE THE BOX HAS BEEN POP TESTED AND CERTIFIED BY AN APPROVED POP TEST LABORATORY. THE POP TEST WEIGHT SHALL BE A MINIMUM OF 5% GREATER THAN THE ACTUAL GROSS WEIGHT OF THE PACKAGED ITEM. THIS SHALL BE DOCUMENTED VIA REPORT IAW DI-PACK 81059. THE REPORT MUST BE KEEP ON FILE BY THE CONTRACTOR AND MUST ALSO BE SUBMITTED TO THE US ARMY RESEARCH, DEVELOPMENT AND ENGINEERING CENTER, ATTN: AMSTA-AR-WEP, PICATINNY ARSENAL, NJ 07806-5000.

MARKING OF THE CARTRIDGE BOX SHALL BE DONE IAW DRAWING 8796522 AND CFR 49, PART 172, SUBPART D, PARAGRAPH 172.301.

NOTE: POP MARKING SHALL NOT BE APPLIED TO THE CONTAINER UNTIL VERIFIED BY THE GOVERNMENT.

USE ASTM-A967 IN LIEU OF QQ-P-35 WHERE REQUIRED FOR FINISH 5.4.1 OF MIL-STD 171.

The specific change action and effective date of specifications and standards which are "Not Furnished" within the TDPL shall be as specified in the latest DOD index of Specification and Standard (DODISS), or by commercial publisher, in effect as of the date of the TDPL.

ECP R9Q2024 sheets 2 and 3 and drawing 12991032 dated 5/25/90 and drawing 12597686 dated 04/24/87 form part of this TDPL.

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

1. 12598465

NOTES:

ADD: "4 - For heat treatment and certification of non-manufactured wood, see MIL-B-46506."

ADD: "Distribution Statement A. Approved for public release; distribution is unlimited."

2. 12598458, 12598460, and 12598461, 12598464, 12598465

NOTES:

ADD: "Distribution Statement A. Approved for public release; distribution is unlimited."

3. 12598459

NOTES:

CHANGE FROM: "2 - Material: Bag, barrier material, Style 1, Type 1, Class E, Spec MIL-B-117."

CHANGE TO: "2 - Material: Bag, barrier material, Style 1, Type I, Class E, Spec MIL-DTL-117H."

ADD: "Distribution Statement A. Approved for public release; distribution is unlimited."

4. 12598456

NOTES:

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MOD/AMD

Name of Offeror or Contractor:

DELETE: "u 4C1/Y22/S
n USA/DOD/AYD
DETAIL1"

TDPL 8886357; Sheet 11, Delete: 19203, 9219873, 1, R2S2026, A, 8/27/02, 1

DOCUMENT	ADD
NOR	Affected Drawing or Specification
R2S2026-28	9219871
R2S2032-1	12999562
R2S2032-2	12999563
R2S3018-1	MIL-C-48669
R2S3021-2	MIL-C-48669
R3S2042-1	8886357
R3S3040	8886358

MARKING INSTRUCTIONS:

CHANGE FROM: "M5 - Place "UN" marking on box as shown in Detail 1 and Dwg 8796522."
CHANGE TO: "M5 - Place "UN" marking on box in accordance with Drawing 8796522 and as defined by Performance Oriented Packaging (POP) requirements of CFR 49, Part 178. Prior to shipment, the contractor shall ensure the box has been POP tested and certified by an approved POP test laboratory. The POP test weight shall be a minimum of 10% greater than the actual gross weight of the packaged item. This shall be documented via report in accordance with DIPACK 81059. The report must be kept on file by the contractor and must also be submitted to the U.S. Army Research Development and Engineering Center, ATTN: AMSTA-AR-WEP, Picatinny Arsenal, NJ 07806-5000. NOTE: POP marking shall not be applied to the container until verified by the government."

5. 12902870

Spec MIL-I-70756 applies to this acquisition. A hard copy can be obtained from U.S. Army TACOM/ARDEC,
POC: Richard Eva/AMSTA-AR-QAW, at (973) 724-4923.

6. 9399402

Delete Spec TT-E-516 and use MIL-E-52891 already in MIL-STD-171.

All inspection drawings and associated documents without distribution statement, add: Distribution Statement A,
Approved for Public Release; Distribution is Unlimited.

HCSDS	DELETE
15	X
2322	X
30	X
31	X
37	X
38	X
4	X
401	X
424	X
53	X
67	X
807	X
855	X
89	X

(CS6100)

C-2

52.247-4503
LOCAL

STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS

MAR/2004

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Name of Offeror or Contractor:

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)

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MOD/AMD

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 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 12598456 revision C, dated 27 Aug 97.

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

Marking shall be in accordance with 12598456, Revision C, dated 27 Aug 97. Bar code marking is required in accordance with 8796522, Revision BJ, dated 1 Apr 02. ECP R3K3016, R2K2047, and R2K2063 apply to 8796522, Rev BJ. The following shall apply to drawing 12598456, REVISION C, DATED 27 AUG 97:

SECTION C EXCEPTION:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING, REPORTING AND MARKING:

UN POP MARKINGS - Drawing 12598456 - The engineering exceptions found on Section C apply. In addition: 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 the 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 12598456. 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 on the state (country) of manufacture.

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

(End of clause)

(DS6303)

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

(DS7203)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

(EA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 52.209-4512 LOCAL FIRST ARTICLE TEST (CONTRACTOR TESTING)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
52.209-4512 OSC	(MAY 1994)	

a. The first article shall consist of:

Those items and quantities as cited in Item Specification MIL-F-50859E with Amendment 5, 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. It is also required that ten (10) of each component, subassembly and assemblies be inspected for all unlisted characteristics.

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including

Name of Offeror or Contractor:

(End of clause)

(ES6001)

E-4 52.246-4506 STATISTICAL PROCESS CONTROL (SPC)
LOCAL

MAY/1994

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

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

Date of Acceptance _____

Contract Number(s) _____

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

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

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

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

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, 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:

Name of Offeror or Contractor:

(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-5 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
LOCAL

MAY/1994

a. Rework and Repair are defined as follows:

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

(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

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Name of Offeror or Contractor:

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

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

(End of clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-29	F.O.B. ORIGIN	JUN/1988
F-2	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-3	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-4	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero (0%) percent increase

Zero (0%) percent decrease

This increase or decrease shall apply to the total contract quantity.

(End of clause)

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

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

(FF7021)

F-7	52.247-4504 LOCAL	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAR/2004
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(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the

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sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-8 52.247-4505 TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR MAR/2004
LOCAL SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Services (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable customer/military service policies in accordance with guidance provided by the Installation Transportation Officer (ITO), Contracting Officer Representative (COR)/Administrative Contracting Officer (ACO), or the Director of Transportation at the activity identified in block 7 of the Standard Form 33.

(b) Transportation officers/offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7116)

F-9 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-10 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives

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pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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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	245.7310-1 DFARS	DEMILITARIZATION	JUL/1996

(a) DEMILITARIZATION. Item(s) 0001 require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of clause)

(HA6800)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 25 of 50**

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MOD/AMD

Name of Offeror or Contractor:H-2 52.242-4506 PROGRESS PAYMENT LIMITATION
OSC

MAR/1988

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

(End of Clause)

(HS6002)

H-3 52.245-4506 GOVERNMENT FURNISHED PROPERTY
OSC

OCT/1994

Schedule of Government Furnished Property

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

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

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

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

(End of Clause)

(HS6075)

H-4 246.671 LOCAL 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 Field Support Command
ATTN: AMSFS-CCA-M/Ms. Susan A. Phares
1 Rock Island Arsenal
Rock Island, IL 61299-6500

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: SFSJM-CDM/Ms. Jennifer Petersen
1 Rock Island Arsenal
Rock Island, IL 61299-6000

(End of clause)

(HA6025)

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MOD/AMD

Name of Offeror or Contractor:

H-5 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
 LOCAL REPORTS

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

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

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See award document.	1
Administration Office (ACO)	See award document.	3
Production Manager	Commander U.S. Army Joint Munitions Command ATTN: SFSJM-CDM/Ms. Jennifer Petersen 1 Rock Island Arsenal Rock Island, IL 61299-6000	1
Project Manager	Commander U.S. Army Joint Munitions Command ATTN: SFSJM-CDM/Mr. Steve Hampton 1 Rock Island Arsenal Rock Island, IL 61299-6000	1

(End of clause)

(HS6026)

H-6 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
 DFARS

(End of clause)

(HA7503)

H-7 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
 OSC

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

Shipped From:

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

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

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

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Name of Offeror or Contractor:

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) - ALTERNATE I	OCT/1997
I-17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222.21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-35	52.232-25	PROMPT PAYMENT	OCT/2003
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-37	52.233-1	DISPUTES	JUL/2002
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-40	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-41	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-44	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-45	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-46	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-47	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-48	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-49	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-50	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-51	52.248-1	VALUE ENGINEERING	FEB/2000
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-55	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991

I-56	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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a. This solicitation includes an evaluated option (See Section M).

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

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

d. The Contracting Officer may exercise the evaluated option at any time preceding final scheduled delivery, including any options exercised by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Origin)

\$_____ CLIN 0001

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

(End of Clause)

(IF6080)

I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
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(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within 10 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 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall reply in writing.

(End of clause)

(IF6250)

I-58	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN/2003
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Name of Offeror or Contractor:

(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:

(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-59 252.223-7007 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
M55 Stab Detonators	1376-00-277-2413	Category III
M129 Grenade Launcher	1010-00-781-9953	Category III

(End of clause)

(IA6200)

I-60 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.

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* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

I-61 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I JAN/1997

(End of clause)

(IF7019)

I-62 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS OCT/1997

(End of clause)

(IF7010)

I-63 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-64 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)

(IF7002)

I-65 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
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 of the Contractor, the Defense Contract Management Agency, 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.dcma.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

Name of Offeror or Contractor:

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 or 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-66 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-67 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
OSC

AUTHORITY OF GOVERNMENT REPRESENTATIVE

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52.201-4500 OSC

(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	ACCOUNTABILITY STATEMENT OF WORK			
Attachment 002	ADDRESSES			
Attachment 003	ADDRESS CODE DISTRIBUTION			
Attachment 004	DOCUMENT SUMMARY LIST			
Attachment 005	GUIDANCE ON DOCUMENT OF CDRL			
Attachment 006	INSTRUCTIONS FOR COMPLETING DD FORM 1423			
Attachment 007	GUIDANCE ON DEVIATIONS			
Attachment 008	GUIDANCE ON NORS			
Attachment 009	GUIDANCE ON ECPS			
Attachment 010	CONTRACT DATA REQUIREMENTS LIST (CDRL)			
Attachment 011	OSC FORM 715-3			
Attachment 012	SF LLL- DISCLOSURE OF LOBBYING ACTIVITIES			
Attachment 013	WARNING LABEL			
Attachment 014	ELECTRONIC COMMERCE			
Attachment 015	NOR R2S2026-28			
Attachment 016	NOR R2S2032-1			
Attachment 017	NOR R2S2032-2			
Attachment 018	NOR R2S3018-1			
Attachment 019	NOR R2S3021-2			
Attachment 020	NOR R2S2042-1			
Attachment 021	NOR R3S3040			

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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>
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K-1	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [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];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KP6065)

K-2	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Name of Offeror or Contractor:

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the 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)

(KF6043)

(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.

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Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KP6063)

K-4 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 offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted 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.

(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.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when

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making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

K-5 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 [check applicable block] 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 checks "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)

(KF6035)

K-6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

- (a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993 (NAIC).
(2) The small business size standard is 1,500 (Number of Employees).

(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.

Name of Offeror or Contractor:

(KF6020)

K-10 252-247.7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
 DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(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.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA6500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-2	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984

L-3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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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-4	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-5	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 Ms. Susan Phares, Procuring Contracting Officer, HQ, AFSC, ATTN: AMSFS-CCA-M, Building 350, 5th Floor, 1 Rock Island Arsenal, Rock Island, IL 61299-6500.

(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-6	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

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

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
			Company	Address	Part No.	

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

(2) If there is no national stock number, list none.

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

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(End of Provision)

(LF7009)

L-11 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-12 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, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

L-13 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

Name of Offeror or Contractor:

(End of provision)

(LS7003)

L-14 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM
LOCAL

FEB/2003

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons 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
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-15 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

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

(End of provision)

(LS7001)

EVALUATION FACTOR INFORMATION:

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

2. GENERAL GUIDANCE FOR SUBMISSION OF PROPOSAL DATA (SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS):

A. GENERAL GUIDANCE:

Name of Offeror or Contractor:

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

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

U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CCA-M/MS. SUSAN PHARES
BLDG 350, 5TH FLOOR, POLE F9
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6500

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

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

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

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

B. PROPOSAL SUBMISSION GUIDANCE:

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

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

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

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

C. EVALUATION FACTORS/SUBFACTORS:

(1) VOLUME I - TECHNICAL PLAN/APPROACH

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

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

THE OFFEROR'S PROPOSAL SHALL DESCRIBE MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT, CURRENTLY AVAILABLE OR PLANNED TO BE USED TO PRODUCE M550 ESCAPEMENT ASSEMBLIES. THESE DESCRIPTIONS SHALL INCLUDE DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY BEING USED, OR PLANNED TO BE USED, TO PRODUCE THE M550 ESCAPEMENT ASSEMBLIES. THESE DESCRIPTIONS SHALL IDENTIFY, AS A MINIMUM, THE PRODUCTION RATE AND THE CAPABILITY OF EQUIPMENT TO PRODUCE AND MAINTAIN THE TOLERANCES REQUIRED IN THE TECHNICAL DATA PACKAGE. IN ADDITION, THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE THAT THE OFFEROR WILL MEET THE DELIVERY SCHEDULE REQUIREMENTS SPECIFICALLY STATED IN THIS RFP, INCLUDING LEAD-TIMES FOR OBTAINING ALL MATERIALS, EQUIPMENT, AND TOOLING, LEAD-TIMES FOR EQUIPMENT AND TOOLING SET-UP, LEAD-TIMES FOR TRAINING, AND ALL OTHER LEAD-TIMES OR MILESTONES REQUIRED PRIOR TO SUBMISSION OF BOTH THE FIRST ARTICLE TEST WITH PRODUCT DELIVERIES AND PRODUCT DELIVERIES WITHOUT THE FIRST ARTICLE TEST (IN THE EVENT FIRST ARTICLE IS WAIVED).

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

Name of Offeror or Contractor:

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

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

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

D. SUBFACTOR D: CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS

THE OFFEROR'S PROPOSAL SHALL PROVIDE EVIDENCE OF THE OFFEROR'S CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS (EXAMPLE: DIMENSIONS, MATERIAL PROPERTIES, COLOR, FINISH, ETC.) AND PROCESS PARAMETERS (EXAMPLE: MACHINE SPEEDS, FEEDS, PRESSURE, POSITION, TIME, ETC.) IN ORDER TO CONSISTENTLY MEET OR EXCEED THE RFP REQUIREMENTS. THIS EVIDENCE SHALL INCLUDE, AS A MINIMUM, RESULTS OF PROCESS CAPABILITY STUDIES AND/OR PROVE-OUTS CONDUCTED ON PRODUCTION EQUIPMENT USED OR PLANNED TO BE USED TO PRODUCE THE M550 ESCAPEMENT ASSEMBLY. THESE STUDY RESULTS MUST INCLUDE, AS A MINIMUM, PROCESS CAPABILITY (C_p), PROCESS CAPABILITY INDEX (C_{pk}), STATISTICAL QUALITY CONTROL METRICS, AND CYCLING OF MASTER SAMPLES (KNOWN DEFECTIVES).

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

THE OFFEROR'S PROPOSAL SHALL DESCRIBE MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE), CURRENTLY USED OR PLANNED, THAT WILL ASSURE THAT THE RFP QUALITY REQUIREMENTS ARE MET. THESE DESCRIPTIONS SHALL INCLUDE, AS A MINIMUM, PROCEDURES FOR PREVENTING AND CONTROLLING/HANDLING CRITICAL (SAFETY) DEFECTS, AND DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY USED, OR PLANNED, TO PRODUCE THE M550 ESCAPEMENT. THESE DESCRIPTIONS SHALL IDENTIFY, AS A MINIMUM, THE INSPECTION RATE, EQUIPMENT EFFECTIVENESS METRICS (EXAMPLE: THE EXPECTED ESCAPE RATE OF DEFECTIVES FROM THE EQUIPMENT), THE CAPABILITY OF THE EQUIPMENT TO PERFORM INSPECTIONS IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE REQUIREMENTS, AND TO ASSURE THAT THE M550 ESCAPEMENT ASSEMBLIES MEET OR EXCEED THE RFP QUANTITY AND SCHEDULE REQUIREMENTS.

(2) VOLUME II - PRICE

VOLUME II SHALL ADHERE TO THE TERMS AND CONDITIONS OF THIS SOLICITATION. THE OFFEROR'S PRICE PROPOSAL SHALL BE STATED IN CURRENT U.S. DOLLARS. VOLUME II SHALL CONTAIN THE OFFEROR'S PRICE PROPOSAL IN ACCORDANCE WITH SECTION B OF THIS SOLICITATION (INCLUDING THE 100% EVALUATED OPTION). OFFERORS ARE NOT REQUIRED TO SUBMIT COST AND PRICING DATA OR INFORMATION UNLESS REQUIRED BY THE CONTRACTING OFFICER.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

EVALUATION GUIDANCE (SECTION M):

1. GENERAL GUIDANCE:

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

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

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

2. EVALUATION FACTORS/SUBFACTORS FOR AWARD:

A. VOLUME I - TECHNICAL PLAN/APPROACH

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

(1) SUBFACTOR A: USE OF MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST DESCRIBE MANUAL AND/OR AUTOMATED PRODUCTION EQUIPMENT, CURRENTLY AVAILABLE OR PLANNED TO BE USED TO PRODUCE M550 ESCAPEMENT ASSEMBLIES. THESE DESCRIPTIONS MUST INCLUDE DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY BEING USED, OR PLANNED TO BE USED, TO PRODUCE THE M550 ESCAPEMENT ASSEMBLY. THESE DESCRIPTIONS MUST IDENTIFY, AS A MINIMUM, THE PRODUCTION RATE AND THE CAPABILITY OF EQUIPMENT TO PRODUCE AND MAINTAIN THE TOLERANCES REQUIRED IN THE TECHNICAL DATA PACKAGE. IN ADDITION, THE OFFEROR'S PROPOSAL MUST PROVIDE EVIDENCE THAT THE OFFEROR WILL MEET THE DELIVERY SCHEDULE REQUIREMENTS SPECIFICALLY STATED IN THIS RFP, INCLUDING LEAD-TIMES FOR OBTAINING ALL MATERIALS, EQUIPMENT, AND TOOLING, LEAD-TIMES FOR EQUIPMENT AND TOOLING SET-UP, LEAD-TIMES FOR TRAINING, AND ALL OTHER LEAD-TIMES OR MILESTONES REQUIRED PRIOR TO SUBMISSION OF BOTH THE FIRST ARTICLE TEST WITH PRODUCT DELIVERIES AND PRODUCT DELIVERIES WITHOUT THE FIRST ARTICLE TEST (IN THE EVENT FIRST ARTICLE IS WAIVED). IF REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

(2) SUBFACTOR B: ABILITY TO HANDLE AND STORE AMMUNITION, WEAPONS, AND ENERGETIC MATERIALS

Name of Offeror or Contractor:

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

(3) SUBFACTOR C: ABILITY TO OBTAIN ACCESS TO AND USE TEST FACILITIES

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

(4) SUBFACTOR D: CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST PROVIDE EVIDENCE OF THE OFFEROR'S CAPABILITY TO CONTROL PRODUCT PHYSICAL CHARACTERISTICS (EXAMPLE: DIMENSIONS, MATERIAL, PROPERTIES, COLOR, FINISH, ETC.) AND PROCESS PARAMETERS (EXAMPLE: MACHINE SPEEDS, FEEDS, PRESSURE, POSITION, TIME, ETC.) IN ORDER TO CONSISTENTLY MEET OR EXCEED THE RFP REQUIREMENTS. THIS EVIDENCE MUST INCLUDE, AS A MINIMUM, RESULTS OF PROCESS CAPABILITY STUDIES AND/OR PROVE-OUTS CONDUCTED ON PRODUCTION EQUIPMENT USED OR PLANNED TO BE USED TO PRODUCE THE M550 ESCAPEMENT ASSEMBLY. THESE STUDY RESULTS MUST INCLUDE, AS A MINIMUM, PROCESS CAPABILITY (C_p), PROCESS CAPABILITY INDEX (C_{pk}), STATISTICAL QUALITY CONTROL METRICS, AND CYCLING OF MASTER SAMPLES (KNOWN DEFECTIVES). IF THE REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

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

TO BE CONSIDERED ACCEPTABLE, THE OFFEROR'S PROPOSAL MUST DESCRIBE MANUAL AND/OR AUTOMATED ACCEPTANCE INSPECTION EQUIPMENT (AIE) CURRENTLY USED OR PLANNED, THAT WILL ASSURE THAT THE RFP QUALITY REQUIREMENTS ARE MET. THESE DESCRIPTIONS MUST INCLUDE, AS A MINIMUM, PROCEDURES FOR PREVENTING AND CONTROLLING/HANDLING CRITICAL (SAFETY) DEFECTS, AND DRAWINGS, SKETCHES, OR PICTURES OF EQUIPMENT CURRENTLY USED, OR PLANNED, TO PRODUCE THE M550 ESCAPEMENT ASSEMBLY. THESE DESCRIPTIONS MUST IDENTIFY, AS A MINIMUM, THE INSPECTION RATE, EQUIPMENT EFFECTIVENESS METRICS (EXAMPLE: THE EXPECTED ESCAPE RATE OF DEFECTIVES FROM THE EQUIPMENT), THE CAPABILITY OF THE EQUIPMENT TO PERFORM INSPECTIONS IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE REQUIREMENTS AND TO ASSURE THAT THE M550 ESCAPE ASSEMBLIES MEET OR EXCEED THE RFP QUANTITY AND SCHEDULE REQUIREMENTS. IF THE REQUIREMENTS OF THIS SUBFACTOR ARE NOT MET, THE OFFEROR'S PROPOSAL WILL BE RATED AS UNACCEPTABLE.

B. VOLUME II - PRICE

PRICE WILL BE EVALUATED AS FOLLOWS: THE PROPOSED PRICES WILL BE EVALUATED ALONG WITH PRICES IDENTIFIED FOR A 100 PERCENT EVALUATED OPTION. PRICE ANALYSIS TECHNIQUES WILL BE USED TO DETERMINE PRICE REASONABLENESS. ADDITIONAL ANALYSIS TECHNIQUES MAY BE USED AS DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER. AS PART OF THE EVALUATION, OFFERS MAY BE REVIEWED TO IDENTIFY ANY SIGNIFICANT UNBALANCED PRICING. IN ACCORDANCE WITH FAR 15.404-1(g), "UNBALANCED PRICING," AN OFFER MAY BE REJECTED IF THE CONTRACTING OFFICER DETERMINES THAT THE LACK OF BALANCE POSES AN UNACCEPTABLE RISK TO THE GOVERNMENT. THESE PRICES WILL BE ADJUSTED FOR OTHER GOVERNMENT FURNISHED EQUIPMENT (GFE) USAGE NOT SET FORTH IN THIS RFP (IF APPLICABLE) AND TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT (GFM/GFE) IDENTIFIED IN THIS RFP. THE TOTAL EVALUATED PRICE WILL BE DETERMINED AS FOLLOWS: THE SUM OF THE BASIC QUANTITY TIMES THE BASIC UNIT PRICE PLUS THE SUM OF THE 100 PERCENT EVALUATED OPTION QUANTITY TIMES THE EVALUATED OPTION UNIT PRICE, ADJUSTED FOR USE OF OTHER GFE (IF APPLICABLE) AND TRANSPORTATION OF GFM/GFE. THE GOVERNMENT DESIRES TO MAKE ONE AWARD; THEREFORE, THE ACCEPTABLE OFFEROR PROVIDING THE LOWEST EVALUATED PRICE WILL BE AWARDED THIS REQUIREMENT.

(End of Provision)

(MF6012)

Name of Offeror or Contractor:

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

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

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

(End of provision)

(MS7005)