

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 45
2. Contract No.	3. Solicitation No. W52P1J-04-R-0008	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003DEC04	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-R ROCK ISLAND, IL 61299-6000 BLDG 350		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2004JAN21 (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 KIM CRECELIUS E-mail address: CRECELIUSK@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3834
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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 _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(End of clause)

(AM7010)

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

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

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

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

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

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

(End of Clause)

(AS7010)

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

(AS7000)

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MOD/AMD

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

SEP/1997

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

(End of clause)

(AS7001)

1. THIS REQUEST FOR PROPOSAL, W52P1J-04-R-0008, IS FOR A QUANTITY OF EITHER 9,573 EACH PROJECTILE 155MM MPTS M804A1 FORGED, NSN: 1320-01-120-4573, P/N 9331795, OR 9,573 EACH PROJ 155MM MPTS M804A1 CAST, NEN: 1320-01-347-6772, P/N 12913927. THE SOLICITATION CONTAINS AN 100% EVALUATED OPTION. THIS REQUEST FOR PROPOSAL IS RESTRICTED TO U.S. AND CANADIAN SOURCES UNDER THE AUTHORITY OF 10 USC 2304 (C) (3). OFFERORS SHOULD CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE (TDP) PRIOR TO SUBMITTAL OF A RESPONSE.
2. THE TDP IS CLASSIFIED AS "DISTRIBUTION A" AND IS AVAILABLE FOR DOWNLOADING FROM OSC WEBSITE.
3. GROMMET: NSN: 8140-01-051-9951, P/N: 9251987 AND UNIVERSAL LIFT PLUG: NSN 1320-01-220-2166, P/N: 9345325 WILL BE GOVERNMENT FURNISHED MATERIAL FOR BOTH THE BASIC AND THE OPTION QUANTITIES.
4. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE USED TO EVALUATE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS AND TO SECTION M IN ITS ENTIRETY. AWARD WILL BE BASED ON THE FOLLOWING FACTORS AND SUBFACTORS:
 - (A) CAPABILITY/FACILITIES (GO/NO-GO)
 - (B) PAST PERFORMANCE (TO INCLUDE)
 - (1) ON TIME DELIVERY
 - (2) QUALITY
 - (C) PRICE
 - (D) SMALL BUSINESS UTILIZATION

UNDER THE BEST VALUE APPROACH, THE GOVERNMENT IS NOT BOUND TO AWARD TO THE LOWEST EVALUATED PRICE OFFER IN THE EVENT THAT OTHER EVALUATION FACTORS JUSTIFY PAYMENT OF A PREMIUM. AWARD WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL IS DETERMINED TO BE THE BEST VALUE TO THE GOVERNMENT BASED UPON THE CITED CRITERIA. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAIL TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR EXPERIENCE. CLEAR IDENTIFICATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING ALL FILL-IN'S AND BLANKS IN THE SOLICITATION.

7. OFFERORS SHOULD NOTE THE PROVISION AT AFAR 52.215-1, "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION." THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS RFP WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS DESCRIBED IN FAR 15.306 (A)). THEREFORE, OFFERORS INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FROM ALL FACTORS/SUBFACTORS STANDPOINT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.
8. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION. ANY INCONSISTENCIES BETWEEN THIS SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE OTHER SOLICITATION PROVISIONS.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>PRODUCTION QUANTITY</u> NSN: 1320-01-120-4573 NOUN: PROJ 155MM MPTS M804A1 FORGED FSCM: 19200 PART NR: 9331795 SECURITY CLASS: Unclassified	9573	EA	\$ _____	\$ _____																		
0001AA	<u>FIRST ARTICLE</u> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 45 <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td>0225</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0225				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001					3																		
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
001	1	0225																					
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MPTS FORGED PROJ M804A1 PRON: HH3B1042M2 PRON AMD: 03 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>																						

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52PlJ3078A702 W90Y6U M 3</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 1,573 0270</p> <p>002 1,054 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PROJ 155MM MPTS M804A1 FORGED PRON: M24B2042M2 PRON AMD: 03</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52PlJ33072401 W90Y6U M 3</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 946 0330</p> <p>002 3,000 0360</p> <p>003 3,000 0390</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099</p>				
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0003	<p>CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES, AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENT LIST (DD FORM 1423) EXHIBIT A</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1320-01-347-6772 NOUN: PROJ 155MM MPTS M804A1 CAST FSCM: 19200 PART NR: 12913927 SECURITY CLASS: Unclassified</p>	9573	EA	\$ _____	\$ _____																									
0003AA	<p><u>FIRST ARTICLE</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td colspan="3">DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td colspan="3">0223</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD	001				3	DEL REL CD	QUANTITY	DAYS AFTER AWARD			001	1	0223						
DOC	SUPPL																													
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DEL REL CD	QUANTITY	DAYS AFTER AWARD																												
001	1	0223																												
0003AB	<p><u>PRODUCTION QUANTITY</u></p>																													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: MPTS CAST PROJ M804A1 PRON: HH3B2042M2 PRON AMD: 03</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 W52PlJ3078A701 W90Y6U M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,573 0270 002 1,054 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099</p>				
0003AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PROJ 155MM MPTS M804A1 CAST PRON: M24B3042M2 PRON AMD: 03</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 W52PlJ33072402 W90Y6U M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 946 0330 002 3,000 0360 003 3,000 0390</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	300 HWY 361 CRANE IN 47522-5099				

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

FOR CLIN 0001 (FORGED MPTS, M804A1)

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 9331795 with revisions in effect as of 02/06/03 (except as follows):

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

DOCUMENT	ADD TO TDPL
9345325	X
12997579	X

ECP R3A2039 (Attachment 002 in Section J)

ALL PRODUCT DRAWINGS & ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD: DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISIRIBUTION IS UNLIMITED.

All Packaging drawing & Associated Document without Distribution Add: Distribution Statement A. Approved for Public Release; Distribution is Unlimited.

The M804 projectile will use a wood pallet, drawings 9362569, 9362570 and 9362571 (already in Packaging List) with wide flange lifting plug 9341742 (Add 9341742 to Product List).

DWG 9340744 DELETE VENDOR PART NO.
LOCTITE CORP
PART NO. 12306RP705

DWG 9331795 DELETE NOTE 2. AND REPLACE WITH:

NOTE 2. Prepare all surfaces in accordance with finish no. 5.1.1 (ZINC PHOPHATE BASE, TT-C-490, TYPE 1) per spec MIL-STD-171.

DELETE NOTE 3. REPLACE WITH THE FOLLOWING:

NOTE 3. "[BOTECTIVE FINISH: PRIOR TO ASSEMBLY OF GROMMENT AND UNIVERSAL LIFTING PLUG ASSEMBLY OR TYPE G, COAT EXTERIOR SURFACES EXCEPT FOR THE ROTATING BAND AND SURFACE "B" WITH TWO COATS OF AMMUNITION TOPCOAT IAW DRAWING 12997579-3, BLUE NO. 35109 OF FED-STD-595 AND MIL-STD-171. COATING THICKNESS OF EACH COAT SHALL BE 0.9 MIL-MIN. IF THE COMBINED TWO COAT THICKNESS EXCEEDS 2.5 MIL. THE MAXIMUM MATERIAL CONDITION MUST BE CONTROLLED TO PERMIT PASSAGE OF A MAXIMUM DIAMETER RING GAGE (6.097 MAX) AFTER APPLICATION OF FINAL PROTECTIVE COATING. PROJECTILE SHALL HAVE A SURFACE TEMPERATURE OF 100-140 DEGREES F AT THE TIME OF COATING. INITIAL COAT SHALL BE SET TO TOUCH (APPROX. 2-4 MINUTES) PRIOR TO TOPCOATING. COATING SHALL OVERLAP EDGE OF ROTATING BAND NOT TO EXCEED ONE EIGHTH INCH. IMMEDIATELY AFTER COATING, PROJECTILE SHALL BE BAKED FOR A MINIMUM OF 30 MINUTES AT A TEMPERATURE OF 225 F +/- 25 AND SHALL BE STORED FOR A MINIMUM OF 24 HOURS PRIOR TO SHIPPING. COATING MUST WITHSTAND A 96 HOUR EXPOSURE

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TO 5% SALT SPRAY PER ASTM-B117. THE REQUIREMENTS OF TT-C-490 PERTAINING TO PAINTED ITEMS APPLY REGARDLESS OF THE PRETREATMENTS USED."

The metal pallet is not used. Delete the following from Packaging List:

Delete: 12912918, 12914620, 12914621, 12914622, 12914623, 12914624, 12914625, 12914626, 12914627, 12914628, 12914629, 12914630, 12926862, 12926863, 12934728, 12934729, 12944446, 12944473, MS51412, MS51473 and NASM24665.

The old wood pallet are not used. Delete the following from Packaging List:

Delete: 7549275, 9321273, 9297888, 9331805, 9331806, 9331807, 9354433 and 9369960.

Delete the following metal pallet specs: L-P-390, MIL-C-46168, MIL-C-53039, MIL-P-53022, MIL-P-53030, MIL-P-53084, MIL-P-70951, MIL-PRF-23377, MIL-PRF-85582, MIL-S-46163, MIL-S-46172, MIL-STD-1261, MIL-STD-129, MIL-STD-1660, ASTM A108, ASTM A193, ASTM A228, ASTM A588, ASTM A606, ASTM A620, and ASTM A715.

all Inspection drawings & associated documents without Distribution ADD: Distribution Statement A. Approved for Public Release; Distribution is Unlimited.

GFM/GFE: DRAWING NO.

9251987
9345325

FOR CLIN 0003

(CAST MPTS, M804A1)

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 9331795 with revisions in effect as of 02/06/03 (except as follows):

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

TDPL 1291329, COVER SHEET, PARA.7:
REMOVE: "S SEC SECRET"
SUBSTITUTE: "N, NON-CLASSIFIED"

TDPL 1291329; SHEET 6 @ ASTM-E3:
DELETE: "SEC"

All Packaging drawings without Distribution Add: Distribution Statement A.

Under packaging drawings:

Old wood pallet packing and marking 12953254 should be deleted and replaced with 9362569.
Delete old wood pallet 7549275, sh. 1-4.

Delete PL9362571.

ADD UNIVERSAL LIFTING PLUG DWG 9345325.
ADD AMMUNITION TOPCOAT DRAWING 12997579.

DRAWING 9340744, DELETE FIRST LISTED VENDOR ITEM.

DELETE DWG 10520074
THE FOLLOWING CHANGES WILL BE IMPLEMENTED IN ECP R3A2041:
DWG 12913928: DELETE NOTE 6

DWG 12913929: REVISE NOTE 9 TO READ "9-MATERIAL:- CASTING,DUCTILE IRON,SPEC ASTM A536 EXCEPT SECTIONS 6 (TEST COUPONS) AND 11 (TENSION TEST

Name of Offeror or Contractor:

SPECIMEN) DO NOT APPLY. REPAIR BY WELDING IS NOT PERMITTED. MINIMUM MECHANICAL PROPERTIES UNDER THE ROTATING BAND AREA: YIELD STRENGTH 50,000 PSI AT 0.1% OFFSET; ELONGATION 6.0%. "

DWG 12913927, ZONE D-3,4: ADD UNIVERSAL LIFTING PLUG ASSEMBLY - DWG 9345325. DELETE "LIFTING PLUG 10520074"
 DWG12913927, REVISE NOTE 2 TO READ: "2- PROTECTIVE FINISH: PRIOR TO ASSEMBLY OF GROMMET AND UNIVERSAL LIFTING PLUG ASSEMBLY, COAT EXTERIOR SURFACES EXCEPT FOR THE ROTATING BAND AND SURFACE "B" WITH TWO COATS OF AMMUNITION TOPCOAT IAW DRAWING 12997579-3, BLUE NO. 35109 OF FED-STD-595 AND MIL-STD-171. COATING THICKNESS OF EACH COAT SHALL BE 0.9 MIL MIN. IF THE COMBINED TWO COAT THICKNESS EXCEEDS 2.5 MIL, THE MAXIMUM MATERIAL CONDITION MUST BE CONTROLLED TO PERMIT PASSAGE OF A MAXIMUM DIAMETER RING GAGE (6.097 MAX) AFTER APPLICATION OF FINAL PROTECTIVE COATING. PROJECTILE SHALL HAVE A SURFACE TEMPERATURE OF 100-140 DEGREES F AT THE TIME OF COATING. INITIAL COAT SHALL BE SET TO TOUCH (APPROX. 2-4 MINUTES) PRIOR TO TOPCOATING. COATING SHALL OVERLAP LEADING EDGE OF ROTATING BAND NOT TO EXCEED ONE EIGHTH INCH. IMMEDIATELY AFTER COATING, PROJECTILE SHALL BE BAKED FOR A MINIMUM OF 30 MINUTES AT A TEMPERATURE OF 225 DEGREES F +/- 25 DEGREES F AND SHALL BE STORED FOR A MINIMUM OF 24 HOURS PRIOR TO SHIPPING. COATING MUST WITHSTAND A 96 HOUR EXPOSURE TO 5% SALT SPRAY PER ASTM-B117. THE REQUIREMENTS OF TT-C-490 PERTAINING TO PAINTED ITEMS APPLY REGARDLESS OF THE PRETREATMENTS USED."

DOCUMENT DELETE
 PL9362571 X

DWG 12913927 DELETE NOTE 3.

DWG 12913927, IN ZONE C-5: REVISE FORM 6.095 MAX DIA TO 6.097 MAX DIA AFTER PAINTING.

DWG 9340744 DELETE 1 ST VENDOR

DWG 12913927 NOTE 4 REVISE TO READ: " 4- PRIOR TO ASSEMBLY OF LIFTING PLUG, APPLY A COAT OF COMPOUND, ANTI-SEIZE, PER DWG 9340744 TO THE FUZE THREADS ONLY, LEAVING SURFACE "B" BARE. THE LIFTING PLUG SHOULD THEN BE ASSEMBLED HAND TIGHT."

DWG 12913927 REVISE PICTORIAL TO SHOW UNIVERSAL LIFTING PLUG

ALL PRODUCT DRAWINGS WITHOUT DISTRIBUTION ADD: DISTRIBUTION STATEMENT A. UNLIMITED

ALL INSPECTION DRAWINGS & ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD: DISTRIBUTION STATEMENT A. UNLIMITED.

GFM/GFE: DRAWING NO.

P/N 9251987 (Grommet) and P/N 9345325 (Universal Lifting Plug) will be GFM

(CS6100)

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

(End of statement of work)

(CS7116)

C-5	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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CONTINUATION SHEET

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Name of Offeror or Contractor:

OSC

(End of Clause)

(CS7600)

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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/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

FOR CLIN 0001 (FORGED MPTS, M804A1)

Packaging shall be in accordance with 9362569 revision P, dated 12 FEB 2003.

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

Marking shall be in accordance with 9362569, REV P, DATED 12 FEB 2003. BAR CODE MARKING IS REQUIRED IN ACCORDANCE WITH MIL-STD-129, REV P, DATED 15 DEC 2002.

EXCEPTION: SECTION C: DELETE LIFTING PLUG 9341742. LIFTING PLUG 9345325 APPLIES TO THIS PROCUREMENT.

HEAT TREAT REQUIREMENTS FOR ALL NON-MANUFACTURED WOOD USED IN PACKAGING APPLIES TO THIS CONTRACT. ECP R1K2053 APPLIES TO MIL-P-45449. FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PRODUCTS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM.

FOR CLIN 0003 (CAST MPTS, M804A1)

Packaging shall be in accordance with 9362569 revision P, dated 12 FEB 2003.

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

Marking shall be in accordance with 9362569, REV P, DATED 12 FEB 2003, NOTE M9. BAR CODE MARKING IS REQUIRED IN ACCORDANCE WITH MIL-STD-129, REV P, DATED 15 DEC 2002.

HEAT TREAT REQUIREMENTS FOR ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD APPLIES TO THIS CONTRACT. ECP R1K2053 APPLIES TO MIL-P-45449. IN ADDITION FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PRODUCTS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM.

(End of clause)

(DS6303)

D-2 52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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FOR CLIN 0001 AND 0003

Palletization shall be in accordance with 9362569, revision P, dated 12 FEB 2003.

(End of clause)

(DS6204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545 OSC	MIL-STD-1916	OCT/2000
E-4	52-246.4511 OSC	QUALITY MANAGEMENT SYSTEM	AUG/1999
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

FOR CLINS 0001 AND 0003

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

(b) The Contractor shall comply with:

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

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

(End of Clause)

(EF6001)

E-6	52.209-4511 OSC	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
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FOR CLIN 0001, FORGED MPTS, M804A1

a. The first article shall consist of: THE FAT SHALL BE PERFORMED IN ACCORDANCE WITH MIL-P-63345A WITH AMENDMENT 4 PARAGRAPH 4.3 AND TABLE I which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: CONTRACTOR'S FACILITY. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

Name of Offeror or Contractor:

c. The first article shall be representative of items to be manufactured using the same processes and procedures 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.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection 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. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

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

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

THERE ARE NO CONTRACTORS ELIGIBLE FOR WAIVER OF FIRST ARTICLE.

FOR CLIN 0003, CAST MPTS, M804A1

a. The first article shall consist of: THE FAT SHALL BE PERFORMED IN ACCORDANCE WITH MIL-P-70695 WITH AMENDMENT 3 PARAGRAPHS 4.3 AND TABLE I which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: CONTRACTOR'S FACILITY. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures 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.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection 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. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall

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notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

THERE ARE NO CONTRACTORS ELIGIBLE FOR WAIVER OF FIRST ARTICLE.

(End of Clause)

(ES6033)

E-7 52.246-4506 STATISTICAL PROCESS CONTROL (SPC)
OSC

MAY/1994

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

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

Date of Acceptance _____

Contract Number(s) _____

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

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

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

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion

Name of Offeror or Contractor:

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:

(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-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
OSC

MAY/1994

a. Rework and Repair are defined as follows:

Name of Offeror or Contractor:

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

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

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

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

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

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

(End of Clause)

(ES7012)

E-9 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT
OSC

MAY/1994

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

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

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

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

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

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

(End of Clause)

(ES7010)

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MOD/AMD

Name of Offeror or Contractor:E-10 52.246-4532 DESTRUCTIVE TESTING
OSC

MAY/1994

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

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

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

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

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

(End of Clause)

(ES7011)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-4531 OSC	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0008 MOD/AMD	Page 22 of 45
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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.

(HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army FIELD SUPPORT COMMAND
ATTN: AMSFS-CCA-R/KIM CRECELIUS
Rock Island, IL 61299-6000
CRECELIK@OSC.ARMY.MIL

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: SFSJM-CDL/SALLY KENT
Rock Island, IL 61299-6000
KENTS@OSC.ARMY.MIL

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

(End of clause)

(HA6025)

H-2 52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	OSC	

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

(End of Clause)

(HS6002)

H-3 52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	OSC	

Name of Offeror or Contractor:

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 001 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 001 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 001 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	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL

(End of Clause)

(HA7502)

H-5	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(End of clause)

(HA7503)

H-6	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whether on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

Item(s) -1- 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)

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Name of Offeror or Contractor:

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-16	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-23	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	MAY/2001
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-39	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-40	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-41	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-50	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-53	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-54	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-55	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-56	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-57	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-58	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-59	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-60	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-61	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-62	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-63	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING	SEP/1989

FOR CLINS 0001 AND 0003

(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.***

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF6003)

I-64	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) ITEM 0001 OR ITEM 0003 (WHICHEVER IS AWARDED) by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

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

d. The Contracting Officer may exercise the evaluated option at any time preceding 60 AFTER FIRST ARTICLE APPROVAL 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

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Name of Offeror or Contractor:

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 (FILL ONLY FOR CLIN BEING BID)
\$ _____ CLIN 0003

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

(End of Clause)

(IF6080)

I-65 52.243-7 NOTIFICATION OF CHANGES

JAN/2001

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

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

(End of clause)

(IF6250)

I-66 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
FOR CLINS 0001 AND 0003

MAY/2001

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

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

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

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Name of Offeror or Contractor:

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

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

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

(End of Clause)

(IF6070)

I-67 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-68 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

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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>
Exhibit A	DDFORM 1423 M804A1	21-NOV-03	005	
Attachment 001	ACCOUNTABILITY SOW - GFM		001	
Attachment 002	ECP R3A2039	02-MAY-03	010	
Attachment 003	ADDRESS CODE DISTRIBUTION		001	
Attachment 004	DDD - ECP		009	
Attachment 005	DDD - NOR		002	
Attachment 006	DDD - RFD		004	
Attachment 007	GUIDANCE ON CDRL		002	
Attachment 008	INSTRUCTIONS FOR DDFORM 1423		001	
Attachment 009	715-3 (DPAS)		001	
Attachment 010	IOC 715-R (LISTING OF GFP)		002	
Attachment 011	SFLLL DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 012	ADDRESSES		001	
Attachment 013	DSL		003	

Name of Offeror or Contractor:

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

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

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

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

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

(KA7001)

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

(b) Representations.

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

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

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

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

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

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

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

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

(End of provision)

(KP6003)

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

Name of Offeror or Contractor:

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

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

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

(End of Provision)

(KF7043)

K-6 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

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

(End of provision)

(KF7022)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

As prescribed in 7.203, insert the following provision:

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

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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.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(End of provision)

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are ()

are not ()

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

(B) Have ()

have not (),

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

(C)Are ()

are not ()

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

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

has not (),

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

(End of Provision)

(KF7033)

K-9 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

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

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MOD/AMD

Name of Offeror or Contractor:

(End of provision)

(KF7035)

K-10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

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

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

(b) it

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

(End of provision)

(KF7020)

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

AUG/1992

(b) Representation.

The Offeror represents that it--

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

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

(End of provision)

(KA7500)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO 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.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA6 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)

(LP6019)

L-8	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)

(LP6008)

L-9	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, U S ARMY FIELD SUPPORT COMMAND, ATTN: NORMAN BROWN, PCO, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LP6021)

L-10	52.211-4510 AMC	PARTNERING	AUG/2001
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Name of Offeror or Contractor:

***The principal government representatives for this effort will be Kim Crecelius, Contract Specialist and Norman Brown, Procuring Contracting Officer.

(End of Provision)

(LM6100)

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of provision)

(LF7015)

L-12 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-13 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:

-1-

(End of provision)

(LS7100)

INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS**A. SUBMISSION OF PROPOSALS:**

1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

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

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Name of Offeror or Contractor:

- a. One executed and completed copy of the solicitation
- b. Capability/Facilities Plan (Total 3 copies)
- c. Past Performance Volume (Total 3 Copies).
- d. Small Business Utilization Plan (Total 2 Copies) NOTE: ALL OFFERORS (SMALL, LARGE, OR FOREIGN) ARE REQUIRED TO SUBMIT SMALL BUSINESS UTILIZATION PLAN

2. The complete proposal, including all copies of the Capability/Facilities, Past Performance and Small Business Utilization volumes, along with the executed copy of this solicitation shall be forwarded to the following address:

U S Army Field Support Command
ATTN: AMSFS-CCA-R, Ms. Kim Crecelius
1 Rock Island Arsenal
Rock Island, IL 61299-6000

B. PREPARATION INSTRUCTION OF CAPABILITY/FACILITIES PLAN, PAST PERFORMANCE AND SMALL BUSINESS VOLUMES:

1. Format: The offerors Capability/Facilities Plan, Past Performance and Small Business Volumes shall be submitted in severable parts.

VOLUME I CAPABILITY/FACILITIES PLAN
VOLUME II PAST PERFORMANCE
VOLUME III SMALL BUSINESS UTILIZATION PLAN

2. Each volume shall be consistent with complete submission. All copies of Volume I should be identical, all copies of Volume II shall be identical, and all copies of Volume III shall be identical. Offerors are cautioned that incorporation by reference is not allowed. Page size shall not exceed 8 x 11 inches, and foldout pages may be used.

C. INFORMATION TO BE SUBMITTED. Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the elements listed below:

1. CAPABILITY/FACILITIES PLAN (GO/NO GO) - Essential Processes and Procedures
2. PAST PERFORMANCE - TO INCLUDE
 - a. On-Time Delivery
 - b. Quality
3. PRICE: Price, in U.S. dollars, should be entered on price line in Section B and option price in Section I, Clause IF6080. Other price related information may be required by other clauses such as evaluation of government owned property, transportation evaluation, etc. as defined in Section M.
4. SMALL BUSINESS UTILIZATION PLAN

D. BASIS FOR AWARD:

1. A best value, competitive, firm fixed price contract is contemplated for award. The award will consist of the base year plus an 100 percent evaluated option. This requirement is restricted to the National Industrial Technology Base (NTIB - U.S/Canada).

2. Contractors will be required to submit a Capability/Facilities Plan. The plan will be given a GO or NO GO acceptance.

3. Award will be made to the offeror who has submitted an acceptable capability/facilities (GO) plan and whose price, recent, relevant record of past performance, and Small Business utilization provides the best value to the Government, considering the evaluation criteria stated herein. Recent is defined as occurring within the past three (3) years prior to the RFPs closing date for the purpose of identifying the period for which past performance information must be provided to the Government. However, the government may evaluate any performance in the period subsequent from the RFP closing date, but prior to the date of award. Relevant shall be defined as items requiring the same or similar manufacturing processes, skills, and abilities. The Government reserves the right to determine whether an item is the same or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractor.

4. Information to be Submitted: Offerors shall provide information for each Factor and Sub-Factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's:

Name of Offeror or Contractor:

a. Capability/Facilities Plan (GO/NO GO):

The plan must describe essential processes and procedures, which will ensure that the M804 Body Assembly will be manufactured in accordance with the applicable technical data and must include a description of facilities, equipment, and capacity to be utilized to fabricate the M804 Body Assembly. For the forged configuration the plan shall include data to verify that production facilities possess either rotary or induction heating systems, Long stroke high tonnage press, backward extrusion hydraulic forging press, nosing press capability, heat treat with invert capability, high horsepower multi-axis machining capability and ultrasonic inspection.

Additional

critical skills require engineers, billet heaters, forge operators, computer numerically controlled programming, machinists, production management and inspectors. For the cast configuration the plan must include data to verify that production facilities possess casting capability or a sub to buy the casting from. Heat treat with invert capability, high horsepower multi-axis machining capability, hydrostatic test and radiographic inspection capability, Critical skills require engineers with experience in casting of cast ductile iron, heat treating, and machining projectiles using the above unique equipment, computer numerically controlled programming, machinists, production management and inspectors trained in the operation of non-destructive hydrostatic and radiographic test equipment. If equipment and facilities are not presently in place, the plan shall provide detailed assurances that the equipment and facilities will be in place in time to perform the operations required. The plan shall also include a date to verify that the necessary equipment and facilities will be operational in time to perform the operations required and to meet the required delivery schedule.

b. Recent, Relevant Past Performance to include On-Time Delivery and Quality

For the purpose of submitting proposals, "recent" is defined as occurring within the past 3 years prior to the solicitation's initial closing date. "Relevant" is defined as:

1. Of same or similar size, scope, and complexity requiring the same or similar skills;
2. Involving effort similar to one or more of the requirements under this solicitation; and

Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

On-Time Deliveries: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled to be made, and deliveries rescheduled to be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above.

Quality: Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts.

c. Price: Definition of Price is in Section M. Price shall be proposed in U.S. dollars.

d. Small Business Utilization. The offeror is to address the following factors in detail. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MIIs who would participate in the proposed contract in the format below.

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Name of Offeror or Contractor:

SB TYPE	ESTIMATED \$ VALUE	PRODUCT/SERVICE	COMPANY NAME
TOTAL SB \$			

(b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

(c) Realism - All offerors are to provide a detailed description of their methods used to promote and utilize small busines as prescribed by FAR 52.219--8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:

- (i) A description and available documentation of the methods employed to promote small business utilization, and;
- (ii) A description of the internal methods used to monitor small business utilization.
- (iii) Large business offerors shall document their performance, using information as prescribed by FAR 52.219-9 Small Business Subcontracting Plan., in contracts within three years prior to the initial solicitation closing date, for the same or similar items.

This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

*** END OF NARRATIVE L 001 ***

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

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR/1990
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

1. The following are the evaluation factors for award:

- a. Capability/Facilities (Go/NO GO)
- b. Past Performance (To include on-time delivery and quality)
- c. Price
- d. Small business Utilization

Overall Weighting:

Price is slightly more important than Past Performance, which is significantly more important than Small Business.

Capability/Facilities is not weighted as it is rated either acceptable (GO) or Unacceptable (NO GO). Any contractor receiving a NO GO/Unacceptable rating will not be considered for award.

All evaluation factors (excluding Capabilities/Facilities which is a GO/NO GO) other than price are, when combined, relatively equal to price.

2. EVALUATION PLAN:

- a. Each offer will first be evaluated as Acceptable (Go) or Unacceptable (No Go) against the specified evaluation criteria for Capability/Facilities Plan. Only offers with an acceptable (Go) Capability/Facilities Plan will be further evaluated against the specified evaluation criteria for price, recent, relevant past performance (on-time delivery and quality) and Small Business utilization. The evaluator will make a qualitative assessment by assigning an adjectival rating of Unsatisfactory, Fair, Good, Excellent or Neutral for past performance and Excellent, Good, Adequate, Marginal, Poor or Neutral for Small Business Utilization. Price will not be assigned an adjectival rating. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer (PCO) for resolution.
- b. Proposals pertaining to Capability/Facilities, Price and Small Business Utilization shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, the Governments evaluation of Past Performance may include data/information from any sources other than those provided with the offerors proposal.
- c. With regard to the initiation of discussions with offerors, receipt of price competitive proposals is anticipated. Accordingly, conduct of formal discussion is not anticipated. Discussions with offerors relative to their offered price and/or their "best value" evaluations will not be mandatory.

3. EVALUATION FACTORS/PROCESS:

- a. Capability/Facility (Essential Processes and Procedures)(FACTOR - GO/NO NO): The offeror will be evaluated on the adequacy of existing equipment, facilities, and capabilities. The offeror must demonstrate that it has or will have in place the equipment, facilities and capabilities necessary to manufacture according to the Technical Data Requirements. If any shortfalls of equipment, facilities, and/or capabilities exist, the remedy will be evaluated. Evaluation will be made of processes and capacity of the following:

Name of Offeror or Contractor:

Forged Configuration:

- (1) Rotary or induction heating systems
- (2) Long stroke high tonnage press
- (3) Backward extrusion hydraulic forging press
- (4) Nosing press capability
- (5) Heat treat with invert capability
- (6) High horsepower multi-axis machining capability
- (7) Ultrasonic inspection
- (8) Critical skills such as engineers, billet heaters, forge operators, and numeric control programmers

Cast Configuration:

- (1) Prime or subcontract capability for cast and casting form
- (2) Hydrostatic testing
- (3) Radiographic inspection
- (4) Heat treat with invert capability
- (5) High horsepower multi-axis machining capability
- (6) Critical skills such as cast ductile engineers, heat treating, projectile machining, numeric control programmers, and inspectors trained in the operation of non-destructive hydrostatic and radiographic test equipment.

Offerors are advised that in addition to evaluation of the plans submitted by the offeror the government reserves the right to perform an on-site capability evaluation, which if performed, will comprise part of the final technical evaluation.

b. Recent/Relevant Past Performance (FACTOR):

- (1) For purposes of the past performance evaluation, a recent/relevant contract/project is one:
 - (a) Of similar size, scope, and complexity requiring the same or similar skills;
 - (b) Involving effort similar to one or more of the requirements under this solicitation; and
 - (c) Meeting the following time standards -
 - (i) Contract awarded, or work commenced, within three (3) years prior to the closing date of this solicitation, or
 - (ii) Contract awarded, or work commenced, more than three (3) years ago, but completed withing one year (1) of the closing date of this solicitation, or
 - (iii) Are on-going contracts/projects.

(2) On-time delivery (SUBFACTOR): Information provided by the offeror on its recent, relevant contracts will be evaluated. The offeror will be rated based on its record of on-time delivery. The delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. If necessary, the offeror will be given an opportunity to present its reasons why it did not meet its original delivery schedule. Other sources, available to the Government other than the contractor's proposal, will be used to gather and evaluate the predetermined factors. Sources such as, but not limited to, contracting and pre-award offices at other major supporting commands will be used to gather information.

(3) Quality Deficiency Reports (QDR) and/or Quality Program Problems (SUBFACTOR): The offeror's recent, relevant record in the area of quality assurance will be evaluated. Evidence of quality awards and/or quality certifications presented to the offeror can be submitted for consideration. In the event that any indications of problems are discovered during evaluation, the offeror's corrective action(s) and process to improve product quality will be evaluated. If such an evaluation is required the offeror will be required to submit data explaining corrective actions it has taken to improve its process and/or to solve quality problems. The offeror will be required to disclose information about Request For Waivers (RFWs), Request For Deviations (RFDs), QDRs, First Article Test failures, and/or other product quality or Quality Program related problems or industrial/commercial equivalent. The submission must be clear and concise when describing the deficiency, stating the corrective action and when it was implemented.

(4) Sources available to the Government other than the contractors proposal will be used to gather and evaluate Past Performance. Sources such as, but not limited to, contracting and pre-award offices at other major supporting commands will be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

(5) Consistent with FAR 15.305(a)(2)(iv), during evaluation of past performance an offeror without a record of relevant past performance or for who past performance information is not available will not be evaluated or rated either favorably or

Name of Offeror or Contractor:

unfavorably. Such an evaluation or rating will not adversely impact an offerors eligibility for award based on past performance.

c. Price (FACTOR): Price will be an evaluation factor; however, it will not be adjectivally scored. Price will be evaluated in accordance with all price related factors specified in the RFP. The Federal Acquisition Regulation (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. If the price/cost is out of realistic range then best value will not be served. In addition, costs GFE in possession of a contractor will be evaluated based on the factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property located in Section M. If applicable, a transportation evaluation factor will be added to each respective bid id F.O.B. origin prices are requested. Prices will be requested for the base year and one option year. The contractor offering the lowest price for the total of all years, including the base year and option year, with addition of the factors mentioned above added on will be considered as the low offeror as far as price is concerned.

d. Small Business Utilization (FACTOR)

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

- (a) Small Business (SB)
- (b) Small Disadvantaged Business (SDB)
- (c) Women-Owned Small Business (WOSB)
- (d) Veteran-Owned Small Business (VOSB)
- (e) Service Disabled Veteran-Owned Small Business (SDVOSB)
- (f) Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- (g) Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) Estimated total dollar amount to Small Business, as well as in each of the Small Business categories and HBCU/MIs.

(c) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or

similar items to assess the realism of proposed small business utilization. This evaluation will include an

assessment of:

(i) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SB's and HBCU/MI's are reminded to include their own performance on their contracts.

(ii) For large business offerors, their performance as prescribed FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of Provision)

Name of Offeror or Contractor: _____

M-4 15.304(C) EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD OCT/1997

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

1. Capbability/Facilities (Go/No Go)
2. Past Performance (On-Time Delivery and Quality)
3. Price
4. Small Business Utilization

(b) Capability/Facilities is not weighted but will receive either an acceptable (GO) or unacceptable (NO GO) rating. Any contractor receiving a NO GO rating will not be considered for award. Price and Past Performance are of equal importance and are significantly more important than Small Business Utilization.

(End of Provision)

(MF6025)

M-5 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY AUG/1993
OSC

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

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

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

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

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

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

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

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

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

Name of Offeror or Contractor:

through the month scheduled for final delivery.

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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