

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 46
2. Contract No.	3. Solicitation No. W52P1J-04-R-0011	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004JAN13	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2004FEB27 (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 RITA COMBS E-mail address: COMBSR@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3605
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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.

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(End of clause)

(AM7010)

A-3 52.214-7 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS SEP/2003

Should you elect to hand-deliver your bid, quote, or proposal, a badge will be required and may be obtained at Building 23 whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is accessible via the Moline entrance gate only. Inform the Building 23 attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Building 23 attendant should call local number 782-6895 to reach an alternate POC. If you are utilizing a delivery service, it is your responsibility to ensure that these instructions are provided to that service.

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

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

(End of Clause)

(AS7002)

A-4 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
OSC

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: JCMCMC-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

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MOD/AMD

Name of Offeror or Contractor:

Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-5 52.246-4501 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM APR/1997
OSC

(End of clause)

(AS7000)

A-6 52.252-4500 FULL TEXT CLAUSES SEP/1997
OSC

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

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

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

(End of clause)

(AS7001)

ITEM: CXU-3A/B, COLD SMOKE SIGNAL CARTRIDGE
P/N: 1371AS100
NSN: 1325-01-088-4217

1. THIS REQUEST FOR PROPOSAL (RFP), W52P1J-04-C-0011 IS UNRESTRICTED, FULL AND OPEN COMPETITION. THE SOLICITATION REQUIRES 277,230_ EACH CXU-3A/B SIGNAL CARTRIDGES, PART NUMBER 1371AS100. OFFERORS ARE CAUTIONED TO CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE (TDP) PRIOR TO SUBMITTING A PROPOSAL.

2. OFFERS ARE SOLICITED WITH A FIRST ARTICLE TEST REQUIREMENT, F.O.B. ORIGIN VERSUS F.O.B. DESTINATION WITH A 150% EVALUATED OPTION PER SECTION I OF THE SOLICITATION. A FIRM FIXED PRICE CONTRACT IS ANTICIPATED AS A RESULT OF THIS SOLICITATION.

3. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE UTILIZED TO EVALUATE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. AWARD WILL BE MADE BASED UPON THE FOLLOWING FACTORS:

A. CRITICAL DELIVERY SCHEDULE (FACTOR)

B. PRICE (FACTOR)

C. TECHNICAL ABILITY (FACTOR)

SUBFACTOR: SKILLS, PROCESSES AND PROCEDURES

SUBFACTOR: QUALITY SYSTEM

SUBFACTOR: TESTING AND INSPECTION

D. PAST PERFORMANCE (FACTOR)

SUBFACTOR: ON-TIME DELIVERY

SUBFACTOR: QUALITY AND/OR QUALITY PROGRAM PROBLEMS

Name of Offeror or Contractor:

E. SMALL BUSINESS UTILIZATION (FACTOR)

CRITICAL DELIVERY SCHEDULE IS SLIGHTLY MORE IMPORTANT THAN PRICE AND WHEN COMBINED, SCHEDULE AND PRICE ARE SIGNIFICANTLY MORE IMPORTANT THAN EITHER TECHNICAL ABILITY OR PAST PERFORMANCE, WHICH ARE EQUAL IN IMPORTANCE; SMALL BUSINESS UTILIZATION IS LEAST IMPORTANT. SUBFACTORS WITHIN TECHNICAL ABILITY ARE OF EQUAL IMPORTANCE AS ARE THE SUBFACTORS WITHIN PAST PERFORMANCE. THERE ARE THREE (ALTERNATE) DELIVERY SCHEDULES PROVIDED IN SECTION B OF THE SOLICITATION. CONTRACT LINE ITEM NUMBERS (CLINS) 0001AA AND 0001AB BOTH REPRESENT FIRST ARTICLE TEST REQUIREMENTS (BUT WITH DIFFERENT DELIVERY DATES). ONLY ONE FIRST ARTICLE TEST (EITHER CLIN 0001AA OR 0001AB) WILL BE AWARDED. OFFERORS MAY SUBMIT PRICES FOR ONLY ONE OF THE ALTERNATE DELIVERY SCHEDULES; OR, OFFERORS MAY PROPOSE THEIR OWN (EARLIER) DELIVERY SCHEDULE IN SECTION B AND MAY PRICE THAT SCHEDULE DIFFERENTLY. ALTERNATE DELIVERY SCHEDULE I REPRESENTS THE LATEST DELIVERY SCHEDULE ACCEPTABLE TO THE GOVERNMENT.

4. BECAUSE "CRITICAL DELIVERY SCHEDULE" IS THE MOST IMPORTANT EVALUATION FACTOR FOR AWARD, THE SCHEDULE QUOTED MUST BE REALISTIC AND MUST BE SUPPORTED BY DATA SUBMITTED WITH THE OFFEROR'S PROPOSAL.

5. IMPORTANT NOTICE TO OFFERORS: FOR THE PURPOSE OF THIS SOLICITATION, OFFERS MUST INCLUDE BEST VALUE EVALUATION DATA WITH THE ORIGINAL PROPOSAL. DATA REQUESTED FOR EVALUATION HAS BEEN CLEARLY IDENTIFIED IN SECTION L/ATTACHMENT 14 OF THE SOLICITATION. DATA SUBMITTED MAY REPRESENT EITHER GOVERNMENT OR COMMERCIAL CONTRACTS, HOWEVER THE DATA SHOULD BE RECENT (WITHIN 3 YEARS OF THE INITIAL CLOSING DATE OF THE SOLICITATION, EXCEPT THAT THE GOVERNMENT MAY CONSIDER INFORMATION UP TO THE DATE OF AWARD) AND RELEVANT TO THE ITEM BEING PROCURED. OFFERORS ARE RESPONSIBLE FOR EXPLAINING HOW/WHY A SIMILAR ITEM IS RELEVANT TO THE CXU-3A/B SIGNAL CARTRIDGE. IF THE OFFEROR HAS NO RECENT OR RELEVANT PAST PERFORMANCE, THIS INFORMATION SHOULD BE STATED FOR EVALUATION PURPOSES. DISCUSSIONS WILL NOT BE OPENED FOR THE SOLE PURPOSE OF ALLOWING OFFERORS TO SUBMIT THEIR INITIAL BEST VALUE DATA. PROPOSALS RECEIVED WITH NO BEST VALUE INFORMATION MAY BE CONSIDERED UNACCEPTABLE AND THE OFFEROR WILL BE RATED POOR AND/OR UNKNOWN WITHOUT OPENING DISCUSSIONS TO ALLOW FOR THE SUBMISSION OF DATA THAT SHOULD HAVE BEEN SUBMITTED WITH THE INITIAL PROPOSAL.

OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT OR EXPERIENCE. PROVIDING CLEAR, ACCURATE INFORMATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR, HOWEVER, THE GOVERNMENT MAY UTILIZE INFORMATION OBTAINED FROM OTHER SOURCES IN ADDITION TO THE OFFEROR'S DATA FOR PAST PERFORMANCE EVALUATION. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING FILL-INS AND BLANKS IN THE SOLICITATION.

6. A PRE-AWARD SAFETY SURVEY WILL BE CONDUCTED BY DEFENSE CONTRACT MANAGEMENT COMMAND AS PRESCRIBED BY DFARS 223.70, SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES, DECEMBER 1991. THIS CONTRACT REQUIRES AFSC FORM 715-7, "WARNING, THIS CONTRACT INVOLVES HAZARDOUS MATERIAL".

7. IN SUPPORT OF THE PROPOSED CONTRACT, THE FOLOWING ITEMS SHALL BE SUPPLIED TO THE SUCCESSFUL OFFEROR AS GOVERNMENT FURNISHED MATERIAL (GFM):

M2A1 METAL BOXES	NSN: 8140-00-960-1699	P/N: 7553296	QUANTITY: 5545
MK3 PALLETS	NSN: 3990-00-039-0223	P/N: 564200	QUANTITY: 51

8. OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52.215-1 "INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION". THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS AS DESCRIBED IN FAR 15.306(A)), THEREFORE, INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FOR ALL FACTORS/SUBFACTORS. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

9. IN ACCORDANCE WITH DFARS 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD. ADDITIONALLY, THE TECHNICAL DATA CONTAINS INFORMATION THAT HAS BEEN DESIGNATED AS "MILITARILY CRITICAL TECHNICAL DATA". BUSINESSES ARE REQUIRED TO BE CERTIFIED BY THE DEPARTMENT OF DEFENSE UNITED STATES/CANADA JOINT CERTIFICATION OFFICE. IF CONTRACTORS WISH TO BECOME CERTIFIED TO RECEIVE THE TECHNICAL DATA FOR THE CXU-3A/B SIGNAL CARTRIDGE, THEY MAY CONTACT COMMANDER, DEFENSE LOGISTICS INFORMATION SERVICE (DLIS), ATTN: U.S./CANADA JOINT CERTIFICATION OFFICE, 74 WASHINGTON AVENUE NORTH, BATTLE CREEK, MI 49017-3084 OR CALL THE DLIS AT (800) 352-3572.

10. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION. ANY INCONSISTENCY BETWEEN THIS EXECUTIVE SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE SOLICITATION PROVISION; PROVISIONS OF THE TDP AND SOLICITATION SHALL PREVAIL.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1325-01-088-4217 FSCM: 30003 PART NR: 1320AS100 SECURITY CLASS: Unclassified</p> <p><u>ALTERNATE DELIVERY SCHEDULE I (CLINS 0001AA, 0001AC, 0001AD)</u></p> <p>Delivery Shall Be FOB Destination</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B001)</p> <p><u>ALTERNATE DELIVERY SCHEDULE II (CLINS 0001AA, 0001AE, 0001AF)</u></p> <p>Delivery Shall Be FOB Destination</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B002)</p> <p><u>ALTERNATE DELIVERY SCHEDULE III (CLINS 0001AB, 0001AG, 0001AH)</u></p> <p>Delivery Shall Be FOB Destination</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B003)</p>			<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p><u>ALTERNATE DELIVERY SCHEDULE IV</u> <u>CONTRACTOR PROPOSED SCHEDULE</u></p> <p>Delivery Shall Be FOB Destination</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B004)</p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>																														
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE</p> <p><u>CLINS 0001AA AND 0001AB BOTH REPRESENT THE FIRST ARTICLE TEST REQUIREMENT, BUT WITH DIFFERENT DELIVEY DATES. ONLY ONE FIRST ARTICLE CLIN (EITHER 0001AA OR 0001AB) WILL BE AWARDED. CONTRACTORS ARE CAUTIONED TO QUOTE ON ONLY ONE SCHEDULE THAT IS REALISTIC AND THAT CAN BE SUPPORTED BY DATA SUBMITTED WITH THE OFFEROR'S PROPOSAL.</u></p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></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</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0150</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0150				1	EA	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
DOC		SUPPL																																	
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001					3																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																	
001	1	0150																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE</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 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	1	EA	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CARTRIDGE, SIGNAL, PR PRON: R13A1F84M2 PRON AMD: 03 AMS CD: 41476038034 CUSTOMER ORDER NO: N0001903MP11637</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 N490653225003A W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 50,000 0240 002 50,000 0270</p>	152550	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0011 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	003 50,000 0300				
	004 2,550 0330				
	FOB POINT: Undefined (Solicitation Only)				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
0001AD	<u>PRODUCTION QUANTITY</u>	124680	EA	\$ _____	\$ _____
	NOUN: CARTRIDGE, CXU-3A/B SIGNAL PRON: R14A1F02HI PRON AMD: 01 AMS CD: 41476038030 CUSTOMER ORDER NO: N0001904MP01340				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 N490653294001A W53XMD J 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 47,450 0330				
	002 50,000 0360				
	003 27,230 0390				
	FOB POINT: Undefined (Solicitation Only)				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
0001AE	<u>PRODUCTION QUANTITY</u>	152550	EA	\$ _____	\$ _____
	NOUN: CARTRIDGE, SIGNAL, PR PRON: R13A1F84M2 PRON AMD: 03 AMS CD: 41476038034				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CUSTOMER ORDER NO: N0001903MP11637</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 N490653225003A W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 50,000 0210 002 50,000 0240 003 52,550 0270</p> <p>FOB POINT: Undefined (Solicitation Only)</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>				
0001AF	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CARTRIDGE, CXU-3A/B SIGNAL PRON: R141F02HI PRON AMD: 01 AMS CD: 41476038030 CUSTOMER ORDER NO: N0001904MP01340</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 N490653294001A W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 22,450 0270 002 75,000 0300 003 27,230 0330</p> <p>FOB POINT: Undefined (Solicitation Only)</p>	124680	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PlJ-04-R-0011 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001AG	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CARTRIDGE, SIGNAL, PR PRON: R13A1F84M2 PRON AMD: 03 AMS CD: 41476038034 CUSTOMER ORDER NO: N0001903MP11637</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>N490653225003A</td> <td>W53XMD</td> <td>J</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>75,000</td> <td>0180</td> </tr> <tr> <td>002</td> <td>75,000</td> <td>0210</td> </tr> <tr> <td>003</td> <td>2,550</td> <td>0240</td> </tr> </tbody> </table> <p>FOB POINT: Undefined (Solicitation Only)</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	N490653225003A	W53XMD	J		3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	75,000	0180	002	75,000	0210	003	2,550	0240	152550	EA	\$ _____	\$ _____
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002	75,000	0210																											
003	2,550	0240																											
0001AH	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CARTRIDGE, CXU-3A/B SIGNAL PRON: R14A1F02HI PRON AMD: 01 AMS CD: 41476038030 CUSTOMER ORDER NO: N0001904MP01340</p> <p><u>Packaging and Marking</u></p>	124680	EA	\$ _____	\$ _____																								

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 46****PIIN/SIIN** W52P1J-04-R-0011**MOD/AMD****Name of Offeror or Contractor:**For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

NONE

(BA6700)

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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.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 1371AS100 with revisions in effect as of 10/27/03 (except as follows):

THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 1371AS100, REV H, DATED 10/27/03 AND REVISIONS OF DOCUMENTS THEREON.

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

THE TECHNICAL DATA FOR THIS ITEM CALLS OUT THE FOLLOWING SOURCE CONTROL DRAWINGS:

1371AS106 - PRIMER
1371AS109 - WAD SEPARATOR
1371AS110 - VARNISH
1371AS111 - BASE PAD

(CS6100)

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

(End of Statement of Work)

(CS6101)

C-5	52.225-4502 OSC	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(CS7103)

C-6	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAY/1993
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OSC

SHIPMENTS

(End of statement of work)

(CS7115)

C-7

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2001

OSC

(End of Clause)

(CS7600)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

Packaging shall be in accordance with 1371AS200 revision G, dated 22 OCTOBER 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 1371AS200, REV G, DATED 22 OCT 2003. BAR CODE MARKING REQUIRED.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: IN NO CASE SHALL A CONTAINER BE SHIPPED IF THE GROSS WEIGHT MARKED ON THE PACKAGE IS GREATER THAN THE POP CERTIFIED WEIGHT. IF THE AVERAGE GROSS WEIGHT OF THE PACKED CONTAINERS (DETERMINED BY WEIGHING TWO REPRESENTATIVE SAMPLES AND AVERAGING THE WEIGHT) IS GREATER THAN THE CERTIFIED WEIGHT, CONTAINER MARKING OPERATIONS SHALL CEASE AND THE PROCURING ACTIVITY SHALL BE CONTACTED IMMEDIATELY.

EXCEPTION: EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: IF MANUFACTURED OUTSIDE THE USA, CONTRACTOR SHALL NOT APPLY THE UN POP CERTIFICATION MARKING PROVIDED IN DRAWING 1371AS200. CONTRACTORS (OUTSIDE THE USA) ARE RESPONSIBLE TO PERFORM UN POP TESTS ON PACKAGING REQUIREMENTS PROVIDED IN THIS CONTRACT AND APPLY UN POP CERTIFICATION MARKING AUTHORIZED BY THE COMPETENT AUTHORITY OF THE STATE (COUNTRY) OF MANUFACTURE.

1371AS200, NOTE 13C - UN PROPER SHIPPING NAME MARKING: THE UN PROPER SHIPPING NAME AND IDENTIFICATION NUMBER MARKING FOR NSN 1325-01-088-4217-F470 SHALL BE "SIGNALS, SMOKE UN 0197"

(End of clause)

(DS6303)

D-2 52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 6214253, revision A, dated 22 OCT 2003; MARKING SHALL BE IN ACCORDANCE WITH 6214251, REV -, DATED 25 SEP 2000.

HEAT TREAT WOOD QUALITY MARKING:

ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD TO BUILD FILLER ASSEMBLIES AND SPACER/SUPPORT GATE ASSEMBLIES FOR THE PALLETIZED LOAD, SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE AMERICAN LUMBER STANDARDS COMMITTEE. THE PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED TO BUILD FILLER ASSEMBLIES AND SPACER/SUPPORT GATE ASSEMBLIES FOR THE PALLETIZED LOAD SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH PALLET, FILLER ASSEMBLY, AND SPACER/SUPPORT GATE ASSEMBLY, SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. PALLETS, FILLER ASSEMBLIES AND SPACER/SUPPORT ASSEMBLIES MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED AND MARKED APPROPRIATELY. THE QUALITY MARK FOR THE PALLET SHALL BE PLACED ON TWO OPPOSITE END POSTS ON THE SAME SIDE AS THE PRESERVATIVE MARKING. THE QUALITY MARK FOR THE FILLER ASSEMBLIES AND SPACER/SUPPORT ASSEMBLIES SHALL BE PLACED ON TWO OPPOSITE SIDES. FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PRODUCTS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM.

(End of clause)

(DS6204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

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

(b) The Contractor shall comply with:

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

or an alternate 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-4	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
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FIRST ARTICLE TEST (CONTRACTOR TESTING)
52.209-4512 OSC (MAY 1994)

a. The first article shall consist of:

ONE HUNDRED AND FIFTY (150) CARTRIDGES PER AS 2634.

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

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

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SFSJM-CDB, ROCK ISLAND, IL 61299-6000.

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

(End of Clause)

(ES6031)

E-5	52.245-4537	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002
	OSC		
	ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)		
	52.245-4537 OSC	(FEBRUARY 2002)	

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

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

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1371AS101 J M101 1322AS158 1 10X10X4 4LB \$1400

(End of Clause)

(ES6032)

E-6 52.246-4506 STATISTICAL PROCESS CONTROL (SPC)
OSC

MAY/1994

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

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

Date of Acceptance _____

Contract Number(s) _____

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

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

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

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

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

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

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

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

MAY/1994

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

E-8 52.246-4532 DESTRUCTIVE TESTING
 OSC

MAY/1994

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

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

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

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

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

(End of Clause)

(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-9	52.247-4531 OSC	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(End of Clause)

(FS7240)

CLAUSE F-5, CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, 52.247-52 APPLIES TO OCONUS CONTRACTORS ONLY.

*** END OF NARRATIVE F 001 ***

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

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MOD/AMD

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 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

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

Material Identification NO.

(If none, insert NONE)

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

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

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

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

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

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 46**

PIIN/SIIN W52P1J-04-R-0011

MOD/AMD

Name of Offeror or Contractor:

(HF6011)

H-2 246.671 DFARS MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

JAN/1995

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

Send copies to:

1. Purchasing Office

Commander
U.S. Army Joint Munitions Command
ATTN: AMSFS-CCA-M (RITA COMBS)
Rock Island, IL 61299-6500

2. Production Management

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

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

(End of clause)

(HA6025)

H-3 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS
DFARS REPORTS - AMMO (NAVY SPECIAL) DELAYS IN DELIVERY

JUN/1996

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

1. Purchasing Office:

See Award Document

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command
ATTN: AMSJM-CDB (VICKI GABRYSIK)
Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

() a. Officer in Charge
Naval Ordnance Center
Attn: 8521
Inventory Management and Systems Division
5450 Carlisle Pike
P.O. Box 2011

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MOD/AMD

Name of Offeror or Contractor:

Mechanicsburg, PA 17055-0735

(X) b. Commander
Naval Air Warfare Center Weapons Division, Point Mugu
575 I Avenue, Suite 1
Attn: CODE 332200E (J. Winfrey)
Point Mugu, CA 93042-5049
E-mail: mugu-cw@navy.mil

() c. Commander
Attn: PM4
Naval Surface Warfare Center Division
300 Highway 361
Crane, IN 47522-5001

() d. Commander
Naval Special Warfare Command
Attn: N43
2000 Trident Way
San Diego, CA 92155-5599

(End of Clause)

(HA6029)

H-4 52.242-4506 PROGRESS PAYMENT LIMITATION
OSC

MAR/1988

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

(End of Clause)

(HS6002)

H-5 52.245-4506 GOVERNMENT FURNISHED PROPERTY
OSC

OCT/1994

Schedule of Government Furnished Property

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

(b) The property shall be delivered in accordance with the schedule REQUESTED BY THE SUCCESSFUL OFFEROR..

(c) If the property is not received in accordance with the schedule REQUESTED BY THE SUCCESSFUL OFFEROR, the Contractor shall immediately notify the Contracting Officer in writing.

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

(End of Clause)

(HS6075)

H-6 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
DFARS

MAY/2002

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0011

MOD/AMD

Name of Offeror or Contractor:

(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-7	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(End of clause)

(HA7503)

H-8	52.247-4545 OSC	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-18	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222.21	PROHIBITION OF SEGREGATION FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-30	52.232-1	PAYMENTS	APR/1984
I-31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-32	52.232-11	EXTRAS	APR/1984
I-33	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-34	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	MAY/2001
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-39	52.233-1	DISPUTES	JUL/2002
I-40	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-41	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-42	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-45	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)	AUG/1987
I-46	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-47	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-48	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN/2000
I-49	52.248-1	VALUE ENGINEERING	FEB/2000
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		RELATED FELONIES	
I-54	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-57	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-58	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-60	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-61	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-62	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-63	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-64	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-65	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-66	252.225-7007 DFARS	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-67	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-68	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-69	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-70	252.225-7036 DFARS	BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM (APR 2003) ALTERNATE I (APR 2003)	APR/2003
I-71	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-72	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-73	252.227-7020 DFARS	RIGHTS IN SPECIAL WORKS	JUN/1995
I-74	252.227-7036 DFARS	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-75	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-76	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-77	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-78	252.233-7001 DFARS	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-79	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-80	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-81	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-82	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-83	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

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MOD/AMD

Name of Offeror or Contractor:

(IF6080)

I-85 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 ___ (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-86 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

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

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

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

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

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

(End of Clause)

(IF6070)

I-87 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE

NATIONAL STOCK NUMBER

SENSITIVITY/CATEGORY

Name of Offeror or Contractor:

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

(IA7015)

I-92 252.229-7001 TAX RELIEF DFARS

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:_____(Offeror insert) RATE (PERCENTAGE):_____(Offeror insert)

(End of clause)

(IA7006)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	19-NOV-03	004	
Attachment 001	GUIDANCE ON DOCUMENTATION OF DD FORM 1423 (CDRL)		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 003	LIST OF ADDRESSES - CDRLS, VECPS, ECPS, DEVIATIONS AND WAIVERS		001	
Attachment 004	DOCUMENT SUMMARY LIST		002	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		003	
Attachment 006	DISCLOSURE OF LOBBYING ACTIVITIES (STANDARD FORM LLL)		003	
Attachment 007	LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE - IOC FORM 715-4		001	
Attachment 008	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 011	DEFENSE PRIORITIES AND ALLOCATION SYSTEM - IOC FORM 715 -3		002	
Attachment 012	QUALITY ASSURANCE PROVISIONS (QAP) REV. A	02-OCT-03	005	
Attachment 013	SECURITY STATEMENT OF WORK (SOW) PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (DOD 5100.76M)		003	
Attachment 014	SECTION L, PAST PERFORMANCE INFORMATION 15.305(A)(2)(II) AND OTHER REQUIRED INFORMATION	01-OCT-97	004	
Attachment 015	SECTION M, EVALUATION FACTORS FOR AWARD AND EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	01-OCT-97	006	
Attachment 016	AFSC FORM 715-7, WARNING LABEL, CONTRACT INVOLVES HAZARDOUS MATERIAL	01-OCT-03	001	
Attachment 017	AUTOMAATED DATA LIST - CHANGE NOTICE	03-DEC-03	009	

Name of Offeror or Contractor:

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

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

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

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(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	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition 325998 (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)

(KF6003)

K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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Name of Offeror or Contractor:

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6

52.204-3

TAXPAYER IDENTIFICATION

OCT/1998

(d) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

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

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

(e) Type of organization.

() Sole proprietorship

() Partnership

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government

() International organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent.

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

() Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-7

52.204-5

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

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

(End of provision)

(KF7022)

K-8

52.207-4

ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

As prescribed in 7.203, insert the following provision:

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

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MOD/AMD

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-9 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-10 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

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT

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Name of Offeror or Contractor:

STATE, COUNTY, ZIP-CODE)

OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-11 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-12 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-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
DFARS

SEP/1999

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

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MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(LA7001)

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

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

(End of Provision)

(LF6019)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

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

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

(End of Provision)

(LF6021)

L-8	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit information as part of their proposal: SEE ATTACHMENT 14, PAST PERFORMANCE INFORMATION AND OTHER REQUIRED INFORMATION

(a) A description of your government/commercial contracts received or performed during the past three years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.

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Name of Offeror or Contractor:

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature
- (6) Contracting officer/contract manager and telephone
- (7) Administrative contracting officer, if different from (6), and telephone
- (8) A brief summary of each contract cited, addressing the following factors:

SEE ATTACHMENT 14, PAST PERFORMANCE INFORMATION AND OTHER REQUIRED INFORMATION for information to be submitted.

- (b) The offeror may provide information on problems encountered on the contracts identified in (a).

(End of provision)

(LF6048)

L-9	252.211-7001	AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS,	DEC/1991
	DFARS	DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS,	
		DRAWINGS, AND OTHER PERTINENT DOCUMENTS	

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

STANDARDIZATION DOCUMENTS ORDER DESK
BUILDING 4D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094

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

(End of provision)

(LA6700)

L-10	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be MARY S. ADAMS, PROCURING CONTRACTING OFFICER, RITA COMBS, CONTRACT SPECIALIST AND RANDOLPH STEC, QUALITY ASSURANCE SPECIALIST.

(End of Provision)

(LM6100)

L-11	52.211-4501	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
	OSC		

(LS6040)

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Name of Offeror or Contractor:

L-12 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-13 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

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

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	252.225-7004 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
M-4	252.225-7013 DFARS	DUTY-FREE ENTRY	APR/2003
M-5	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SEE ATTACHMENT 15, EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)

(End of Provision)

(MF6012)

M-6	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

SEE ATTACHMENT 15, EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD.

(End of Provision)

(MF6025)

M-7	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

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

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

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

Name of Offeror or Contractor:

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 through the month scheduled for final delivery.

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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Name of Offeror or Contractor:

(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)