

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 50
2. Contract No.	3. Solicitation No. W52P1J-04-R-0020	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004APR15	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-R ROCK ISLAND, IL 61299-6000 BLDG 350		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2004MAY18 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name KIM CRECELIUS E-mail address: CRECELIUSK2@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3834
----------------------------------	--	--

11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	31
X	D	Packaging and Marking	14	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	15	X	K	Representations, Certifications, and Other Statements of Offerors	32
X	F	Deliveries or Performance	21				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	36
X	H	Special Contract Requirements	22	X	M	Evaluation Factors for Award	45

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 PIIN/SIIN W52P1J-04-R-0020 MOD/AMD	Page 2 of 50
---------------------------	---	----------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(End of clause)

(AM7010)

A-3		*** THIS REFERENCE (AS7002) IS NO LONGER VALID ***	
A-4	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

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

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

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

(End of clause)

(AS7001)

Executive Summary

Notice: This acquisition is restricted to U.S. and Canada and shall be acquired via competitive, best value procedures.

1. The U.S. Army requests your proposal for the 155mm 107 Projectile Metal Parts (MPTS) The M107 Projectile MPTS are component of the 155mm M107 High Explosive (HE) Projectile.

2. Since this acquisition is restricted to U.S. and Canada, offerors are cautioned that the requirement must be manufactured in the U.S. or Canada to include forging and heat treatment, and proposals must be submitted in U.S. Dollars.

3. It is anticipated that this action will result in a three (3) year multi-year firm fixed price contract with a 50% evaluated option in years One (1), two (2), and three (3). The Government will review the proposed prices and perform the necessary comparison of contract costs as required by DFARS 217.170. The award will be made based on the overall best value to the Government. If the Government determines before award that only the first program year requirements are needed, the Government's evaluation of the price shall consider only the first year.

4. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M, in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offeror's proposal, using the areas, factors, and subfactors listed in Section M of the Request For Proposals (RFP). The acquisition will be awarded based on the evaluation of technical/management, recent relevant past performance, price, and small business utilization plan that provides the best value to the Government; therefore, the award may be made to other than the low offeror.

Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215.1, Instruction to offerors -

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

Page 3 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15. 306(a)). Initial proposals should contain the offerors' best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

Offerors are cautioned to ensure that their proposals are fully complete, including all fill ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent free Government owned Facilities and Equipment.

Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving award under this solicitation.

5. This RFP should not be discussed with any Government Employee except the Contracting Officer, Mr. Norman Brown or his representative, Ms. Kim Crecelius. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive acquisition.

This executive summary is provided as an administrative convenience and is not intended to alter the terms and conditions of this solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

It is requested that all questions/comments regarding this solicitation be submitted not later than 5 working days from this notice. The Government's contractual representative for this RFP is Ms. Kim Crecelius, (309) 782-3834. Your comments and/or questions should be directed in writing, to this individual either by mail (see block 7 of SF33 for address), by facsimile at (309) 782-3919 or by email at Creceliusk2@osc.army.mil. Please indicate the RFP number W52P1J-04-R-0020, on the outside of the envelope or transmittal sheet covering all correspondence pertaining to this solicitation.

*** END OF NARRATIVE A 001 ***

The Government is aware of the current fluctuation in the steel market and that these fluctuations could have a potential impact on the offeror's pricing under this solicitation. If any offeror determines that some form of relief (i.e. Economic Price Adjustment) (EPA) is required, the offeror shall provide to the PCO, no later than 15 days prior to the closing date of this RFP, a specific request, along with the detailed analysis supporting the impact on this item. If such a request is made, the Government shall be allowed access to the offeror's data that it determines reasonable to perform it's analysis in making a determination.

*** END OF NARRATIVE A 002 ***

The offerors attention is directed to Sections B and I of the solicitation. Section B is structured to reflect the single year price (Clin 0001) and the annual options (Clins 0002 and 0003). These clins are intended to reflect quantities in line with the multi-year quantities stated in Clin 0004. Offerors are also directed to Section I - Evaluated Option where a separate 50% option is stated for all clins.

*** END OF NARRATIVE A 003 ***

EPA CLAUSE EXAMPLE

(Implementation of this Clause is in Section L)

BACKGROUND - The unit price of the item being purchased is \$100.00. The unit price makeup for material (Steel Only) is \$50.00 (This is the price of steel - it does not include additives such as labor, O/H, G&A and profit).

The EPA clause allows an adjustment based on the total unit price that, in this case, is \$100.00. The EPA clause allows for an upward adjustment of up to 10%. There is no downward limit on the adjustment. This adjustment is aggregate, not per occurrence, during the same contract or option period. There is no immediate adjustment for changes in material (steel) prices of + or - 3% (\$3) to the total unit price, unless requested by either party after final delivery.

Example A. During contract performance, the unit price makeup of steel rises by \$8, from \$50 to \$58. This \$8 increase amounts to 8% of the unit price of the item. Because the rise in the price of steel is within the 10% limit established by the clause, the contractor is entitled to receive an increase of \$8 per unit.

Example B. During contract performance, the unit price makeup of steel drops by \$5, from \$50 to \$45. This \$5 decrease amounts to 5% of the unit price of the item. Because the drop in the price of steel is within the downward limit established by the clause, the Government is entitled to receive a decrease of \$5 per unit.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0020 MOD/AMD	Page 4 of 50
---------------------------	--	----------------------------

Name of Offeror or Contractor:

Example C. During contract performance, the unit price makeup of steel rises by \$15, from \$50 to \$65. This \$15 increase amounts to 15% of the unit price of the item. Because the rise in the price of steel is greater than the 10% limit established by the clause, the contractor is entitled to receive an increase of only \$10 per unit.

Example D. During contract performance, the unit price makeup of steel drops by \$13, from \$50 to \$37. This \$13 decrease amounts to 13% of the unit price of the item. As there is no downward limit established by the clause, the Government is entitled to a decrease of \$13 per unit.

*** END OF NARRATIVE A 004 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																		
0001	<p><u>PRODUCTION QTY WITH FAT - SINGLE YEAR</u></p> <p>NSN: 1320-01-053-6687 FSCM: 19200 PART NR: 10535925 SECURITY CLASS: Unclassified</p> <p>Production QTY <u>Without First Article Approval - Single Year</u> (Delivery of 0001AA, 0001AB & 0001AC Not Required) Delivery Shall Be FOB Destination</p> <p>(End of narrative B001)</p>	130961	EA	\$ _____	\$ _____																														
0001AA	<p><u>DATA ITEM</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></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>0120</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52P1J) XR W0K8 USA MAC ROCK ISL ARSENAL CONVENTIONAL AMMO WORKING CAP FUND BLDG 350 RODMAN AVE ROCK ISLAND IL 61299-5000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0120				130961		\$ _____	\$ _____
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001					3																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																	
001	1	0120																																	
0001AB	<p><u>PRODUCTION QTY PRON SINGLE YR</u></p> <p>NOUN: PROJ MPTS M107 PRON: HH4B0043M2 PRON AMD: 01 AMS CD: 41373102017</p>																																		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PlJ-04-R-0020 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
	003 10,000 0210																																											
	004 10,000 0240																																											
	005 10,000 0270																																											
	006 2,331 0300																																											
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6X) SR WOLE MAC IOWA ARMY AMMO PLANT ARMY PA FUNDED ACCT 17571 STATE HWY 79 MIDDLETOWN IA 52638-5000																																											
0001AD	<u>PRODUCTION QTY W/O FAT PRON - SINGLE YEAR</u> NOUN: PROJ MPTS M107 PRON: HH4B0043M2 PRON AMD: 01 AMS CD: 41373102017 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <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>W52PlJ4037A710</td> <td>W90Y6X</td> <td>M</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>10,000</td> <td>0090</td> </tr> <tr> <td>002</td> <td>10,000</td> <td>0120</td> </tr> <tr> <td>003</td> <td>10,000</td> <td>0150</td> </tr> <tr> <td>004</td> <td>10,000</td> <td>0180</td> </tr> <tr> <td>005</td> <td>10,000</td> <td>0210</td> </tr> <tr> <td>006</td> <td>10,000</td> <td>0240</td> </tr> <tr> <td>007</td> <td>10,000</td> <td>0270</td> </tr> <tr> <td>008</td> <td>8,630</td> <td>0300</td> </tr> </tbody> </table>					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PlJ4037A710	W90Y6X	M		3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	10,000	0090	002	10,000	0120	003	10,000	0150	004	10,000	0180	005	10,000	0210	006	10,000	0240	007	10,000	0270	008	8,630	0300
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W52PlJ4037A710	W90Y6X	M		3																																							
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																										
001	10,000	0090																																										
002	10,000	0120																																										
003	10,000	0150																																										
004	10,000	0180																																										
005	10,000	0210																																										
006	10,000	0240																																										
007	10,000	0270																																										
008	8,630	0300																																										
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6X) SR WOLE MAC IOWA ARMY AMMO PLANT ARMY PA FUNDED ACCT																																											

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0020 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0001AE	<p>17571 STATE HWY 79 MIDDLETOWN IA 52638-5000</p> <p><u>PRODUCTION QTY W/O FAT PRON SINGLE YEAR</u></p> <p>NOUN: PROJECTILE MPTS M107 PRON: T14B0T21HH PRON AMD: 01 AMS CD: 41500684032</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <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>W52P1J4083A710</td> <td>W90Y6X</td> <td>M</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>10,000</td> <td>0090</td> </tr> <tr> <td>002</td> <td>10,000</td> <td>0120</td> </tr> <tr> <td>003</td> <td>10,000</td> <td>0150</td> </tr> <tr> <td>004</td> <td>10,000</td> <td>0180</td> </tr> <tr> <td>005</td> <td>10,000</td> <td>0210</td> </tr> <tr> <td>006</td> <td>2,331</td> <td>0240</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6X) SR W0LE MAC IOWA ARMY AMMO PLANT ARMY PA FUNDED ACCT 17571 STATE HWY 79 MIDDLETOWN IA 52638-5000</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52P1J4083A710	W90Y6X	M		3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	10,000	0090	002	10,000	0120	003	10,000	0150	004	10,000	0180	005	10,000	0210	006	2,331	0240				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																	
001	W52P1J4083A710	W90Y6X	M		3																																	
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																				
001	10,000	0090																																				
002	10,000	0120																																				
003	10,000	0150																																				
004	10,000	0180																																				
005	10,000	0210																																				
006	2,331	0240																																				
0002	<p><u>YEAR 2 OPTION UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>YEAR 2 PRICING Delivery Shall Be FOB Destination (Destination same as Clins 001AB and 0001AC)</p> <p>The Government reserves the right to award, by exercise of option, the quantity of item 0002 by</p>	295574	EA	\$ ** NSP **	\$ ** NSP **																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>a quantity of up to and including but not exceeding 295574 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 2, anytime preceding the end of FISCAL YEAR 05 by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080 for pricing additional option quantities.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>YEAR 3 OPTION - UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>YEAR 3 PRICING Delivery Shall Be FOB Destination (Destination same as Clins 0001AB and 0001AC)</p> <p>The Government reserves the right to award, by exercise of option, the quantity of item 0003 by a quantity of up to and including but not exceeding 173,927 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 2, anytime preceding the end of FISCAL YEAR 06 (30 Sept 06) by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080 for pricing additional option quantities.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	173927	EA	\$ ** NSP **	\$ ** NSP **
0004	<p><u>PRODUCTION QTY - MULTI YEAR PRICING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 1</p>			\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0005	<p>The three years requirements are as follows:</p> <p><u>MULTI YEARS FY 2004-2006</u></p> <table border="0"> <tr> <td>2004</td> <td>130,961</td> </tr> <tr> <td>2005</td> <td>295,574</td> </tr> <tr> <td>2006</td> <td>173,927</td> </tr> </table> <p>Enter identical unit price for all items under this multi-year.</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> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6X) SR WOLE MAC IOWA ARMY AMMO PLANT ARMY PA FUNDED ACCT 17571 STATE HWY 79 MIDDLETOWN IA 52638-5000</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES, AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LISTS (DD FORM 1423), EXHIBIT A.</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	2004	130,961	2005	295,574	2006	173,927			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>
2004	130,961										
2005	295,574										
2006	173,927										

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 50****PIIN/SIIN** W52P1J-04-R-0020**MOD/AMD****Name of Offeror or Contractor:**

MULTI-YEAR PROCUREMENT - CANCELLATION CELING AND CANCELLATION/FUNDING DATES

1. Reference FAR 17.106-1

2. Notice of cancellation funding for each year's program will be provided by the contracting officer as soon as the cancellation or funding is confirmed. In no case will that notice be made, or notice of required extention to this date be made, later than 15 March of the calendar year which is the same as the program year. (For example; notice that the FY05 requirement is funded or cancelled, or notice of a required extention, will be made no later than 15 March 2005).

3. Cancellation ceilings are established at the not to exceed amounts below:

FY 05: \$2,438,247.

FY 06: \$ 903,250.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1		*** THIS REFERENCE (CS0100) IS NO LONGER VALID ***	
C-2		*** THIS REFERENCE (CS0200) IS NO LONGER VALID ***	
C-3	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 10535925 with revisions in effect as of 11 April 2003 (except as follows):

Engineering Exceptions:

Distribution statement D to be added to product drawings.

All inspection drawing & associated documents without distribution ADD:

Distribution Statement A applies

DWG 9341742 Delete note 4B. Cancelled spec TT-E-516 in finish 20.1 replace with:

Note 4B "Coat surface "A" with ammunition topcoat IAW Drawing 12997579-1, Olive Drab color#34088 of FED-STD-595 and MIL-STD-171. Overspray of paint is permitted on the side of the gasket groove provided all subsequent gauging requirements are met."

DWG 12991256-DELETE: 1ST vendor, Sentry Paint Technologies, Inc.

DWG 9340744-DELETE: 1ST vendor, Loctite Corp. Part NO 12306RP705.

TDPL	
DOCUMENT	DELETE
10535925	MIL-STD-410
PL9362571	X
9369960	X
10535928	X
GFM/GFE: DRAWING NO.	

9251987

(End of statement of work)

(CS6100)

C-4	52.225-4502 LOCAL	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
-----	----------------------	--	----------

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-5	52.248-4502 LOCAL	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
-----	----------------------	--	----------

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs)

Name of Offeror or Contractor:

for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDS, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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

Page 14 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1		*** THIS REFERENCE (DA6001) IS NO LONGER VALID ***	
D-2	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

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

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

Marking shall be in accordance with 9362569 REVISION P, DATED 12 FEB 2003. MARKING INSTRUCTIONS NOTE M9 APPLIES TO METAL PARTS.

EXCEPTION: Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's Compliance program. ECP R1L2053 applies to MIL-P-45499.

(End of clause)

(DS6303)

D-3	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
-----	----------------------	---------------------------	----------

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

(End of clause)

(DS6204)

D-4	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
-----	----------------------	---------------------------	----------

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

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		*** THIS REFERENCE (ES0500) IS NO LONGER VALID ***	
E-4		*** THIS REFERENCE (ES0650) IS NO LONGER VALID ***	
E-5		*** THIS REFERENCE (EF6001) IS NO LONGER VALID ***	

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

(b) The Contractor shall comply with:

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

or an 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)

(EP6001)

E-6	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
-----	----------------------	---	----------

a. The first article shall be performed in accordance with MIL-P-148248B, with amendment 3 paragraph 4 and table I; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

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

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

Name of Offeror or Contractor:

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

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

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

(End of clause)

(ES6033)

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

MAY/1994

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

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

Date of Acceptance _____

Contract Number(s) _____

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

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

Name of Offeror or Contractor:

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 -1- request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

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

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

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

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

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

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

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

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

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

l. Not used.

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

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

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

Page 18 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

deterioration of quality.

(End of clause)

(ES6034)

E-8 52.246-4530 SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING) MAY/1994
LOCAL

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: 30 projectiles randomly selected from each of the first 3 production lots for the excess pressure test. After 3 consecutive initial production lots have met the ballistic criteris, ten (10) projectiles shall be randomly selected from each production lot for the excess pressure test. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST	REQUIREMENTS
EXCESS PRESSURE	The projectiles when tested at excess pressure shall show no loss or break up of metal componets in flight.

SAMPLE

Reference MIL-P-14824b with Amend 3 Paragraph 4.4.4

TEST FACILITY: Yuma Proving Ground or Picatinny Arsenal which will be determined after contract award by the PCO

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

LAP FACILITY: Not Applicable

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 30 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

Name of Offeror or Contractor:

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)

E-9 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
LOCAL

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of clause)

(ES7012)

E-10 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

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

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

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

Page 21 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

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

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

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

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

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

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

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

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

(End of clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0020 MOD/AMD	Page 22 of 50
---------------------------	--	----------------------

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	*** THIS REFERENCE (HA6025) IS NO LONGER VALID ***	
-----	--	--

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

Send copies to:

1. Purchasing Office

Commander
U.S. Army Field Support Command
Atten: AMSFS-CCA-R
Rock Island, IL 61299-6000

2. Production Management

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

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

(End of clause)

(HA6025)

H-2	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF 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 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED 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	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-39	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-40	52.248-1	VALUE ENGINEERING	FEB/2000
I-41	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-42	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-44		*** THIS REFERENCE (IA0654) IS NO LONGER VALID ***	
I-45		*** THIS REFERENCE (IA0736) IS NO LONGER VALID ***	
I-46	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-47	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-48	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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

Page 26 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-52	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-53	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-54	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-55	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-56	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-57	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING	SEP/1989

(a) The Contractor shall deliver 30 unit(s) of Lots 1-3 within 45 calendar days from the date of this contract to the Government at Yuma Proving Ground or Picatinny Arsenal which will be determined after contract award by the PCO, for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF6003)

I-58	52.209-4	FIRST ARTICLE APPROVAL -GOVERNMENT TESTING (SEP 89) - ALTERNATE I (JAN 97)	SEP/1989
------	----------	---	----------

(End of Clause)

(IF6004)

I-59	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
------	----------	---	----------

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

b. The Government reserves the right to increase the quantity of item(s) 0001, 0002, 0003, & 0004 by a quantity of up to and including but not exceeding FIFTY (50%) percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0002, 0003, & 0004 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding the end of each FISCAL YEAR ending 30 September each year, by giving written notice to the Contractor.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

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

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

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>	
Evaluated Option (F.O.B. Destination)	\$ _____	CLIN 0001 - Single Year option
Destination will be the same as Clins 001AB and 0001AC	\$ _____	CLIN 0002 - Option Year 2
	\$ _____	CLIN 0003 - Option Year 3
	\$ _____	CLIN 0004 - Multi Year option - Year 1
	\$ _____	CLIN 0004 - Multi-Year option - Year 2
	\$ _____	CLIN 0004 - Multi-Year option - Year 3

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

(End of Clause)

(IF6080)

I-60 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 (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-61 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

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

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of

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

Page 28 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

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

(End of clause)

(IF7010)

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

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

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

(End of clause)

(IF7016)

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

(End of clause)

(IF7002)

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

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

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

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

Name of Offeror or Contractor:

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

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

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

(Official's Name)

(Title)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 30 of 50****PIIN/SIIN** W52P1J-04-R-0020**MOD/AMD****Name of Offeror or Contractor:**

(End of clause)

(IA7035)

I-67 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE
OSC

FEB/1993

AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC

(FEB 1993)

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

(End of clause)

(IS7025)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 31 of 50**

PIIN/SIIN W52P1J-04-R-0020

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	17-NOV-03	005	
Attachment 001	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 002	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL		009	
Attachment 003	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 004	DATA DELIVERY DESCRIPTION (RFD)		004	
Attachment 005	DOCUMENT SUMMARY LIST		003	
Attachment 006	LIST OF ADDRESSES		001	
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 008	GUIDENCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		002	
Attachment 009	IOC FORM 715-4 / LISTING OF GOVERNMENT OWNED PROPERTY TO BY USED FOR PERFORMANCE		002	
Attachment 010	SF LLL / DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 011	IOC FORM 715 -3 / DEFENSE PRIORITIES AND ALLOCATION SYSTEMS	01-FEB-96	002	
Attachment 012	NOR R3Q2069 MAJOR DEFECT 106	04-AUG-03	001	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 32 of 50
	PIIN/SIIN W52P1J-04-R-0020	MOD/AMD

Name of Offeror or Contractor:

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

For Local Clauses See: <http://www.osc.army.mil/ac/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.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
-----	----------	--	----------

(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-5	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
-----	----------	-------------------------	----------

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

(d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

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

Name:
TIN:

(End of Provision)

(KF7043)

K-6 52.209-5 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-7 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

Page 35 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

- has developed and has on file,
 has not developed and does not have on file,

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

(b) it

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

(End of provision)

(KF7020)

K-11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(KF7058)

K-12 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(b) Representation.

The Offeror represents that it--

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

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

(End of provision)

(KA7500)

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

Page 36 of 50

PIIN/SIIN W52P1J-04-R-0020

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/aais/ioc/clauses/index.htm>

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
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/2003
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97) ALTERNATE IV (OCT 97)	OCT/1997
-----	-----------	---	----------

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Provide other than cost or pricing information described in Section A002 and in Section L. paragraph (3), of this solicitation. The PCO reserves the right to require (certified) cost or pricing data at a later date, if determined necessary.

(End of provision)

(LF6034)

L-6	52.233-2	SERVICE OF PROTEST	AUG/1996
-----	----------	--------------------	----------

(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 Norman Brown AMSFS-CCA-R Building 350 Rock Island, IL 61299.

(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-7	52.211-4510	PARTNERING	AUG/2001
-----	-------------	------------	----------

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 37 of 50**

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

AMC

***The principal government representatives for this effort will be Norman Brown, Contracting Officer and Kim Crecelius, Contract Specialist (309) 782- 3834.

(End of Provision)

(LM6100)

L-8 52.211-4501 SINGLE PROCESSING INITIATIVES SAVINGS PROVISION AUG/1999
 OSC

(LS6040)

L-9 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-10 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

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

(End of Provision)

(LF7012)

L-12 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
 OSC

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

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

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice

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

Page 38 of 50

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

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

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

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the 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 provision)

(LS7003)

L-14 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

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

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

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

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

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

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP

Name of Offeror or Contractor:

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

(End of clause)

(LS7010)

L-15 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

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

(End of provision)

(LS7001)

APPENDIX I - SECTION L

A best value, competitive, 3-year multi-year firm fixed price contract is contemplated for award. There will be an evaluated option (50% per years 1 through 3) included in this award. Proposals are, however, requested on both a multi-year and annual basis. The Government will review the proposed prices and perform the necessary comparison of contract costs as required by DFARS 217.170. The award will be made based on the overall best value to the Government. The solicitation will be restricted to U.S. and Canadian sources.

Award will be made to the offeror whose technical/management; recent, relevant, past performance; price; and small business utilization plan provides the best value to the Government. Recent is defined as occurring within the past three years prior to the solicitations initial closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as having previously produced same or similar items. Same or similar items are defined as items that have been produced in same or similar quantities utilizing the same or similar manufacturing processes, essential skills and unique techniques needed to produce the M107 Projectile MPTS. A similar item shall also have performed under similar performance parameters and environmental conditions as the M107 Projectile MPTS.

The Government reserves the right to determine whether an item is the same or similar.

For the purpose of this acquisition, offeror is defined as prime contractor and major subcontractors:

Evaluation Factors:

(1) Technical/Management:

(a) Manufacturing Plan (Including Delivery Schedule, Essential Processes and Procedures, Essential Skills, and Quality)

(2) Past Performance

(a) On-Time Delivery (Same or similar in quantities required by this contract)

(b) Quality

(3) Price

(4) Small Business Utilization Plan

(a) Proposed Small Business Utilization

(b) Past Small Business Utilization

Name of Offeror or Contractor:

Preparation Instructions:

a. Information to be submitted: Oral presentations will be conducted for the Technical/Management portion of the solicitation requirements. Offerors shall provide information for each Factor and Sub-Factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offerors proposal as required below:

b. General Instructions: The offerors Technical/Management area of the proposals shall be presented orally in three separate parts as indicated below. All information pertaining to technical/ management, past performance and small business utilization shall be confined to its appropriate area. The technical/management parts will be identified and presented as required by the requirements of the manufacturing plan criteria. The original transparencies and five (5) copies shall be submitted with the offerors proposal. The Manufacturing Plan will be presented in the following order:

Part I - Delivery Schedule

Part II - Essential Processes and Procedures, and Essential Skills

Part III - Quality

c. Attendees: An offerors oral presentation must be made by one or more of the persons whom the Offeror will actually employ under the prospective contract to perform the functions such as program manager, facilities manager, key engineering personnel, etc. Key personnel that the Offeror will employ to perform those functions should attend the oral presentation. The Offeror is limited to ten (10) attendees. No other officers, employees, consultants, agents, or other representatives of the Offeror may attend.

d. Guidance for the Preparation of Oral Presentations:

The Government does not desire elaborate charts/slides. Content and substance of the presentation is to be stressed. Each Offeror must use black and white overhead transparencies (slides) to document the key points of its presentation. The Government will provide one overhead projector for the offerors use during the oral presentation. The Offeror may not use or submit any other media or documents, samples, prototypes, etc. The Offeror must submit its original set of overhead transparencies and five paper copies to the Government in a sealed package with its offer. Offerors shall provide five (5) additional copies of its briefing charts to the PCO at the time of the presentation. These copies and any slides must be identical to the presentation copy provided on the closing date of the solicitation. At the scheduled presentation time, the Contracting Officer will review the ground rules of the presentation with each Offeror. Immediately before the presentation, the contracting officer will give the transparencies to the Offeror for its use during the presentation. Each Offeror will be required to use only this set of transparencies. No other material or revisions to the briefing charts will be permitted. The overhead transparencies must be legible and must conform to the following specifications:

- *Size: 8.5 inches by 11 inches
- *Color: black and white
- *Graphics: Permitted
- *Company name or logo required on each chart
- *Sequentially numbered
- *Maximum of 8 bullets per slide

There is no limit to the number of overhead transparencies that an Offeror may use during its presentation. However, when evaluating the offerors understanding of the RFP requirements the Government will consider only the information on the transparencies that were actually projected during the presentation.

Only the material presented will be evaluated. No additional written material provided on the date of the presentation will be accepted.

Oral Presentations shall not address price or fee.

The Oral presentations will be scheduled by the PCO, and will take place at Rock Island Arsenal (Actual Location To Be Determined) and will begin at 0800 hours on the date assigned. The PCO will notify each Offeror of the date and specific location. The order of presentations will be determined by a lottery system. The Government reserves the right to reschedule oral presentations at the sole discretion of the PCO. The presentations will be video recorded for reference and further Government review if needed. No other recording devices will be permitted. Copies of the video recording may be provided upon request either at debriefing or following contract award.

Each Offeror will be given a maximum of three (3) hours to finish its presentations. Offerors are cautioned that presentations will cease at the end of the three hour total. The amount of time apportioned to each presentation is at the offeror's discretion, and there will be a fifteen (15) minute break between presentations that will not count toward the three-hour total. Upon completion of all presentations there will be a two hour break. Following the break the government will have up to two hours to ask questions for

Name of Offeror or Contractor:

clarification purposes. All questions will be asked orally by the PCO during the question and answer period only. There will be NO FREE FLOWING DIALOGUE between the offerors and evaluation team members during the oral presentation and the question and answer period.

THE ORAL PRESENTATION WILL NOT CONSTITUTE DISCUSSIONS AS DEFINED IN FAR 15.306. The Government will not advise an Offeror of its strengths, deficiencies, or weaknesses during the presentation. The information in the oral presentation will be used solely for evaluation purposes in selecting a contractor. During the question and answer period, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the Offeror on any point which was not adequately supported in the presentation. This dialogue between the Offeror and the Government will be for clarification only. At the conclusion of all presentations and review of the other proposal elements the Government will establish a competitive range. Offerors eliminated from the competitive range will be notified and will be afforded the opportunity to be debriefed at that time should they so request within 3 days after notification in accordance with FAR 15-505. Should discussions be required they will be conducted only through the PCO and with only those offerors still in the competitive range.

Required Offeror Information:

- (1) Technical/Management to include Manufacturing Plan

The presentation must describe a manufacturing program that will ensure that the M107 projectile MPTS will meet all requirements as well as be delivered in time to support the critical load, assemble and pack (LAP) delivery schedule in order to avoid impact on critical training rounds. This should also include the offerors proposal to ship monthly quantities to support LAT testing of the end round. The presentation should describe the processes that will allow for delivery at the required delivery rate (including LAT quantities), and it must be realistic, achievable, and supportable. Presentation shall include data to verify that other existing or projected programs will not impact the manufacturing facility and deliveries for this program. Data shall include time-phase manufacturing schedule for those other programs, assignments of floor space, machines, or other units of resources to programs and other data used by the contractor to verify that he will meet the required contract schedule requirement. The presentation shall also describe a manufacturing plan which will ensure that the M107 projectile MPTS will be manufactured in accordance with the applicable technical data and must include a complete description of equipment and processes to be utilized to fabricate the M107 projectile MPTS. Additionally, the presentation shall address the essential skills, knowledge, and availability of the offerors labor force to include management, quality engineering, and production. The presentation shall describe and demonstrate that the offerors quality system meets the requirements of ANSI/ASQC ISO 9001:2000 or an equivalent quality program acceptable to the government. The offerors proposal for its Quality System must define its organizational structure, responsibilities, procedures, processes, and resources proposed for implementing quality management. The presentation must also discuss the requirements of the contractor current quality manual. The offerors presentation must also describe in detail its plan for implementation and maintenance of processes as required by the critical non-conformance provision.

Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the technical/management area.

Written information for Past Performance, Price and Small Business will be provided independently of the oral presentations.

- (2) Recent, Relevant Past Performance to include On Time Delivery and Quality:

For the purpose of submitting proposals, recent is defined as occurring within the past three years prior to the solicitations initial closing date. Relevant is defined as having previously produced same or similar items. Same or similar items are defined as items that have been produced in the quantities required by this solicitation utilizing the same manufacturing processes, essential skills and unique techniques needed to produce the M107 Projectile MPTS. A similar item shall also have performed under similar performance parameters and environmental conditions as the M107 Projectile MPTS. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

(a) On-Time Delivery: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated.

(b) Quality: Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve its process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0020	Page 42 of 50 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

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

The factors of Past Performance, including the sub-factors of On-Time Delivery and Quality will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the definitions outlined in Section M.

(3) Price: The offerors shall submit prices for the first program year (Clin 0001), Option Year 2 (Clin 0002), Option Year 3 (Clin 0003) and the multi-year program requirement (Clin 0004) as stated in Section B of the solicitation. Offerors will submit prices in accordance with the evaluated option provision in Section I of the solicitation. The offerors shall provide the detailed price/cost data required by the EPA clause in section I. Offerors shall provide supporting documentation in the form of a vender quote, purchase order, invoices, etc. to substantiate the material steel unit prices that they provide in the EPA clause. The offerors shall quote all price/cost data in American dollars.

(4) Small Business Utilization:

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

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

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

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

3. Small Business Utilization

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

<u>SB TYPE</u>	<u>ESTIMATED \$ VALUE</u>	<u>PRODUCT/SERVICE</u>	<u>COMPANY NAME</u>
----------------	---------------------------	------------------------	---------------------

TOTAL SB\$

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

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

(i) A description and available documentation of the methods employed to promote small business utilization, and;

(ii) A description of the internal methods used to monitor small business utilization.

(iii) Large business offerors shall document their performance, using information as prescribed by FAR 52.219-9 Small Business Subcontracting Plan., in contracts within three years prior to the initial solicitation closing date, for the same or similar items.

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

A rating will be assigned to each offerors (small, large and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance.

Name of Offeror or Contractor:

APPENDIX II - SECTION L

Economic Price Adjustment-Material (Steel)

(a) This clause applies to the unit price(s) for steel only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel) only and shall not include such costs as labor, overhead, G&A and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for steel either increases or decreases. For the purpose of defining contract performance the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the unit price(s) of material (steel) as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel. There shall be no adjustment for-

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in unit price(s) other than those proposed; or
- (iii) Changes in the quantities of material (steel) used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for material (steel) which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the contractor anticipates such an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material (steel) during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for material (Steel). As also required by this provision the contractor shall complete the information required below:

Multiple Year (Single w/ 2 option years)

	Year 1	Year 2	Year 3
Proposed Steel Lbs. per M107	#	#	#
Proposed Steel Unit Price	\$	\$	\$
Proposed M107 Unit Price	\$	\$	\$
Options			
Proposed Steel Lbs. per M107	#	#	#
Proposed Steel Unit Price	\$	\$	\$
Proposed M107 Unit Price	\$	\$	\$

Multi Year (3 Years)

Proposed Steel Lbs. per M107	#
Proposed Steel Unit Price	\$
Proposed M107 Unit Price	\$
Options	
Proposed Steel Lbs. per M107	#

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 44 of 50**

PIIN/SIIN W52P1J-04-R-0020

MOD/AMD

Name of Offeror or Contractor:

Proposed Steel Unit Price \$

Proposed M107 Unit Price \$

(End of clause)

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

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

The following are the evaluation factors for award:

SEE NARRATIVE

(End of Provision)

(MP6012)

M-3	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
-----	--------------------	--	----------

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

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

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

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

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

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

(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)

APPENDIX II - SECTION M

Basis For Award:

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by

Name of Offeror or Contractor:

material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials). Award will be made to the offeror whose manufacturing plan; recent, relevant, past performance; price; and small business utilization plan provides the best value to the Government.

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Evaluation Factors/Process:

a. Technical Management:

Manufacturing Plan: The Government, as a minimum, will consider the following information to determine if the offeror has the technical know how, equipment, and personnel required to manufacture the product in accordance with the critical delivery schedule.

All required certifications and standards must be identified. Other (non-required) certifications, abilities, and capabilities, which would enhance the manufacturing plan of the offeror to complete the M107 Projectile MPTS, may be addressed under a separate section of the oral or written report. This evaluation will become an integral part of the overall manufacturing plan evaluation. Scoring will be based on the various areas described below:

(1) Delivery Schedule: The presentation will be evaluated based on evidence of capacity and capability. Equipment, resources, and facilities must guarantee production can be achieved in the necessary quantities and on time to meet the required delivery dates. Data must show that other programs currently in house or scheduled for the future will not affect the production of the M107.

(2) Essential Processes, Procedures and Skills: The presentation will be evaluated on the adequacy of existing equipment and facilities. The offeror demonstrates that he has the equipment necessary to manufacture according to the Technical Data Requirements. If shortfalls of manufacturing equipment and/or facilities exist, the remedy will be evaluated. The presentation will be evaluated on the capability of personnel to be used to perform the essential processes and procedures required to meet the delivery schedule. Evaluation will be made on the offerors essential skills knowledge in the following areas Evaluation will be made of processes and capacity of the following:

- (a) Forging (Presses and Furnaces)
- (b) Non-destructive test equipment (UT)
- (c) Heat treatment
- (d) Nosing
- (e) Machining
- (f) Rotating band swaging
- (g) Facilities - building, transportation, utilities (cooling, electric, gas, environmental)
- (h) Destructive test equipment
- (I) Forge press expertise
- (j) NDI expertise
- (k) Technical management skills
- (l) Quality Control skills
- (m) Heat-treat expertise
- (n) Machinists
- (o) Metallurgists
- (p) Tool and dye makers

Evaluation will be based on number and type of personnel, experience, and integration of the workforce.

(3) Quality: The offeror must demonstrate that its quality assurance general plan meets the requirements of ISO 9001:2000 or an equivalent quality program acceptable to the government? The offeror's quality plan for this effort will be evaluated on how well it will maintain good workmanship, product reliability at the required production rate, and conform to the critical non-conformance provision.

b. Past Performance:

(1) On-Time Delivery: The offeror will be evaluated as to his ability to meet the required delivery schedule based on performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

(2) Quality: The offeror will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

Name of Offeror or Contractor:

Is there proof/objective evidence that the offerors quality program identifies adverse trends/deficiencies, and has adequate corrective actions to correct adverse trends/deficiencies?

What is the number of RFWs and RFDS? Are they caused by the contractors lack of process control?

What is the number of QDRs that were caused by the contractor?

Does the offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems provide the following: root cause analysis of the deficiency; corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks effected by the deficiency/nonconformance?

Has the offeror had any other quality problems as identified in the PPIMS database.

c. Price:

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be numerically scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or cost that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.

(3) After a determination of price reasonableness, an analysis will be performed comparing the lowest evaluated submission on the annual procurement supplies to the lowest evaluated submission on the three-year multi-year requirement to determine which is the lowest cost in accordance with DFARS 217.170.

(4) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled "Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M.

(5) The additional cost data provided in the EPA clause will not be considered separately in the determination of price reasonableness. This information is used only in the calculation of an applicable EPA.

d. Small Business Utilization Plan

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

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

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

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

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

Name of Offeror or Contractor:

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

(c) Realism - The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for the same or similar items to assess the realism of the proposed small business utilization. This evaluation will include an assessment of:

(i) The offerors performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.

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

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

Rating Evaluation Criteria.

Technical Management

Manufacturing Plan, includes Delivery Schedule, Essential Processes and Procedures, Essential Skills, and Quality, and will each be rated as Unacceptable, Adequate, and Excellent based on the following:

Unacceptable/High Proposal Risk: Substantial doubt exists that the offeror will meet the M107 delivery schedule based on its presentation and/or the possible on-site visit. Substantial doubt exists that the offeror has the essential processes and procedures to ensure that the M107 projectile MPTS will be manufactured in accordance with applicable technical data. Shortfalls in facilities or equipment are not documented and/or a plan to remedy such shortfalls is not acceptable (timely complete, or reasonable). It is unlikely that the offeror could meet required quantities of production, if necessary, in the event of a national emergency. Substantial doubt exists that the offeror has essential skills, knowledge and trained labor in place to produce the contract quantities. Shortfalls in skills, knowledge or labor exist without a recruitment strategy or plan to remedy such shortfalls. Substantial discrepancies exist that the quality program does not meet criteria (ISO 9001:2000 or equivalent quality program). The offeror's quality presentation creates substantial doubt that the offeror will maintain good workmanship, and product reliability at the required production rate in accordance with the critical non-conformance provision.

Adequate/Moderate Proposal Risk: Some doubt exists that the offeror can meet the critical required delivery schedule. The presentation and/or on-site visits may demonstrate the possibility of meeting the critical delivery schedule, but some areas of the presentation are questionable. Some doubt exists that the offeror has the essential processes and procedures to ensure that the M107 projectile MPTS will be manufactured in accordance with the applicable technical data. Shortfalls in facilities or equipment are documented and the plan to remedy such shortfalls is acceptable (timely, complete and reasonable). The offeror has forging processes in place. Some doubt exists that the offeror will be capable of producing required quantities of production if necessary in the event of a national emergency. Some doubt exists that the offeror has essential skills, knowledge and trained labor to produce the contract quantities. The offeror has an experienced production manager and persons experienced in heat treatment and forging on board. The offeror demonstrates a clear understanding of the essential skills requirement. The offeror has an acceptable plan or recruitment strategy to remedy any shortfalls in essential skills, knowledge or labor. Some discrepancies exist that the offerors quality plan does not meet the requirements; some findings have been identified which require improvement to meet criteria (ISO 9001:2000 or equivalent quality program). The offeror's quality presentation creates some doubt that the offeror will maintain good workmanship and product reliability at the required production rate in accordance with the critical non-conformance provision.

Excellent/Low Proposal Risk: Little or no doubt exists that the offeror will meet the critical delivery schedule. The plan presented is realistic, achievable and supportable. The presentation and/or on-site visit demonstrates clearly that any other program in house or scheduled for the future will not adversely impact the M107 production. Little or no doubt exists that the offeror has the essential processes and procedures and will manufacture the M107 projectile MPTS in accordance with the applicable technical data. There are no shortfalls in manufacturing facilities or equipment. Little or no doubt exists that the offeror is capable of producing required quantities of production if necessary. Little or no doubt exists that the offeror has the essential skills, knowledge and trained labor to produce the contract quantities. This may be demonstrated by certifications, degrees and past experience of the workforce. The offeror has essential leadership positions on board, including engineering, production management and experienced foremen. The offeror demonstrates a clear understanding of essential skills and hiring requirements necessary to produce at required levels. Few or no discrepancies exist; the offeror has a quality system that fully meets criteria (ISO 9001:2000 or equivalent quality program). Little or no doubt exists, based on the quality presentation, that offeror will maintain good workmanship and product reliability at the required

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 50 of 50
	PIIN/SIIN W52P1J-04-R-0020	MOD/AMD

Name of Offeror or Contractor:

production rate in accordance with the critical non-conformance provision.

b. The factors of Past Performance, including the sub-factors of On-Time Delivery and Quality will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the following:

(1) On-Time Delivery:

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, little or no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little to no history of not meeting required delivery schedule due to its own fault.

Unknown: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

(2) Quality:

Unacceptable/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Little doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT Failures/LAT failures, ballistic LAT failures will not affect performance risk. There is virtually no doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

c. Small Business Utilization

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. The following adjectival ratings will be used to rate proposals: Excellent, Good, Adequate, Marginal or Neutral.

Evaluation Factors Ratings:

Technical Management is significantly more important than either Past Performance or Price, which are of equal importance. Past Performance and Price are each significantly more important than Small Business Utilization. Unless otherwise stated, sub factors under each factor are of equal importance. All evaluation factors other than Price are, when combined, significantly more important than Price.