

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA6	<b>Page</b> 1 of 76
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W52P1J-04-R-0133	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2004APR29	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ AFSC AMSF5-CCA-LB ROCK ISLAND, IL 61299-6000  BLDG 350 & 390		<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>	

**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 2004JUN01 (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.**

<b>10. For Information Call:</b>	<b>Name</b> CHRIS THOMPSON <b>E-mail address:</b> THOMPSONC2@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4345
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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**OFFER (Must be fully completed by offeror)**

FMS REQUIREMENT

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

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

**13. Discount For Prompt Payment**

(See Section I, Clause No. 52.232-8)

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

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

**AWARD (To be completed by Government)**

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

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

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

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

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

\*\*\*  
(End of clause)

(AM7010)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997
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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/aaais/ioc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

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

(End of clause)

(AS7001)

1. This solicitation is issued for 7,259,100 each M781 Cartridges; the exact quantity awarded from this solicitation may be increased or decreased by 10% (per Line Item) without discussions prior to award. The solicitation is set aside 100% for small business concerns. The solicitation requests prices with and without first article testing on a FOB Origin basis.

2. This solicitation will result in three awards to three different offerors. The Government will make awards from among those that are determined to be technically acceptable offerors and the combination of offers that result in the lowest overall cost to the Government for the entire quantity.

The total quantity will be split into individual award quantities approximating 45%/30%/25% as summarized below and detailed in Section B. The 45% award quantity includes US Marine Corps requirements. These Marine Corps requirements have additional Quality Assurance provisions that apply only to Marine Corps quantities. As a result, offerors may quote differing unit prices for Marine Corps requirements if necessary. The First Article requirement for the 45% quantity will include the additional Marine Quality Assurance requirements.

For clarity and simplicity, offerors are requested to insert prices for the basic award quantities in the spaces below. These prices may also be entered in Section B; however, the prices inserted below will be evaluated for award and in the event of a discrepancy, the unit prices below will take precedence over unit prices in Section B. (Note: Option prices for CLINS are requested in Section I.)

45% AWARD QUANTITY	USMC	OTHER CUSTOMER	UNIT PRICE	TOTAL
1,540,600 EA	_____	_____	_____	_____
1,726,000 EA	_____	_____	_____	_____

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52P1J-04-R-0133

**MOD/AMD**

**Name of Offeror or Contractor:**

30% AWARD QUANTITY	OTHER CUSTOMER UNIT PRICE	TOTAL
2,177,700 EA	_____	_____

25% AWARD QUANTITY	OTHER CUSTOMER UNIT PRICE	TOTAL
1,814,800 EA	_____	_____

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

4. Offers should be priced on proposal lines, With and Without First Article, for Line Item 0001 (3,824,000 each), Line Item 0002 (2,177,700 each) and Line Item 0003 (1,814,800 each). (Note: Disregard the pricing line directly across from the Line Items).

5. A Pre Award Survey will be conducted.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>M781 - 45% SPLIT AWARD</u></p> <p>NSN: 1310-01-211-8073                      FSCM: 19200                      PART NR: 9395853                      SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u>                      Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>382400</p> <p>Without First Article Approval                      Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>382400</p> <p>(End of narrative B002)</p>	382400	EA	\$ _____	\$ _____																		
0001AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL</p> <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0180				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001					3																		
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
001	1	0180																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: T14A0T154A PRON AMD: 04                      AMS CD: 41303222008                      CUSTOMER ORDER NO: M9545004MP41010</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  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      003 M6785433019137 W53XMD J 3  <u>PROJ CD BRK BLK PT</u>                      HMK</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 100,000 0240                      002 55,800 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT                      WHOLESALE SUPPLY ACCOUNT                      BLDG 13 300 HWY 361                      CRANE IN 47522-5099</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      004 M6785433019138 W44XMF J 3  <u>PROJ CD BRK BLK PT</u>                      HMK</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 10,700 0270                      002 102,600 0330</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT                      WHOLESALE SUP ACCT                      MCALESTER OK 74501-5000</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      006 M6785433019139 W67G23 J 3  <u>PROJ CD BRK BLK PT</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																						
0001AC	<p>HMK</p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>113,300</td> <td>0330</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W67G23) XR W0MM USA OSC DEPOT TOOELE                      TOOELE ARMY DEPOT TPF                      TOOELE UT 84074-5003</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: LAP CTG 40MM PRACTICE M781                      PRON: TG4ALT944A PRON AMD: 02                      AMS CD: 41303222008                      CUSTOMER ORDER NO: M6785404MPF0006</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> </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>PARA8432697131</td> <td>PZASBB</td> <td>L</td> <td>PARA00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td>PAR00A</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>500</td> <td>0270</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:                      MARK FOR: E M G A                      SUMINISTROS                      BENITO CORREA 1195                      BUENOS AIRES                      ARGENTINA</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	113,300	0330	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	PARA8432697131	PZASBB	L	PARA00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK	PAR00A				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	500	0270				
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001	500	0270																																									
0001AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: R14A0R434A PRON AMD: 04                      AMS CD: 41303222008                      CUSTOMER ORDER NO: N4802904MPA4B12</p> <p><u>Packaging and Marking</u></p>																																										



CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 M6785443359313 W53XMD J 3                      PROJ CD BRK BLK PT                      HMK</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD                      001 56,400 0330                      002 272,300 0390                      003 126,500 0450</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS                      (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT                      WHOLESALE SUPPLY ACCOUNT                      BLDG 13 300 HWY 361                      CRANE IN 47522-5099</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      003 M6785443359314 W44XMF J 3                      PROJ CD BRK BLK PT                      HMK</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD                      001 145,800 0450                      002 215,800 0510</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS                      (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT                      WHOLESALE SUP ACCT                      MCALESTER OK 74501-5000</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      005 M6785453359315 W67G23 J 3                      PROJ CD BRK BLK PT                      HMK</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD                      001 56,500 0510                      002 13,600 0540                      003 271,300 0570</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS                      (W67G23) XR W0MM USA OSC DEPOT TOOELE                      TOOELE ARMY DEPOT TPF                      TOOELE UT 84074-5003</p>				

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0001AF	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: U14A0U234A PRON AMD: 02                      AMS CD: 41303222008                      CUSTOMER ORDER NO: FD20200418003</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 FW202632652055 W45G19 L 3  <u>PROJ CD BRK BLK PT</u>                      HMK  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 152,200 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W45G19) XR W390 RED RIVER MUNITIONS CTR                      HIGHWAY 82 WEST CL V TPF                      GATE 44 BLDG 184                      TEXARKANA TX 75507-5000</p>				
0001AG	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: W13A0K584A PRON AMD: 03                      AMS CD: 41303222008                      CUSTOMER ORDER NO: MIPR3MOSC96962</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>                      002 W81YWB3255A726 W25G1R J 3  <u>PROJ CD BRK BLK PT</u>                      HMK  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 5,000 0270</p>				

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0001AH	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR                      1 OVERCASH AVENUE                      GATE 7                      CHAMBERSBURG PA 17201-4150</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: LAP M781 PHILLIPINES CDM                      PRON: J53A2J964A PRON AMD: 03                      AMS CD: VAH005                      FMS CASE IDENTIFIER: PI-B-VAH</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="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W81YWB3059A725</td> <td>W53XMD</td> <td>L</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>3,600</td> <td>0270</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT                      WHOLESALE SUPPLY ACCOUNT                      BLDG 13 300 HWY 361                      CRANE IN 47522-5099</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W81YWB3059A725	W53XMD	L		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	3,600	0270				
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0001AJ	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: LAP M781 PHILLIPINES CDM                      PRON: J53A2J324A PRON AMD: 03                      AMS CD: VAG033                      FMS CASE IDENTIFIER: PI-B-VAG</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>																																		



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Name of Offeror or Contractor:

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0001AL	<p>BLUE GRASS ARMY DEPOT                      2091 KINGSTON HWY                      RICHMOND KY 40475-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: T14A0T154A PRON AMD: 04                      AMS CD: 41303222008                      CUSTOMER ORDER NO: M9545004MP41010</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  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      003 M6785433019137 W53XMD J 3  <u>PROJ CD BRK BLK PT</u>                      HMK</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>100,000</td> <td>0180</td> </tr> <tr> <td>002</td> <td>55,800</td> <td>0210</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT                      WHOLESALE SUPPLY ACCOUNT                      BLDG 13 300 HWY 361                      CRANE IN 47522-5099</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      004 M6785433019138 W44XMF J 3  <u>PROJ CD BRK BLK PT</u>                      HMK</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>10,700</td> <td>0210</td> </tr> <tr> <td>002</td> <td>102,600</td> <td>0270</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT                      WHOLESALE SUP ACCT                      MCALESTER OK 74501-5000</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	100,000	0180	002	55,800	0210	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	10,700	0210	002	102,600	0270				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>006 M6785433019139 W67G23 J 3</p> <p>PROJ CD BRK BLK PT</p> <p>HMK</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 113,300 0270</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W67G23) XR W0MM USA OSC DEPOT TOOELE                      TOOELE ARMY DEPOT TPF                      TOOELE UT 84074-5003</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: LAP CTG 40MM PRACTICE M781                      PRON: TG4A1T944A PRON AMD: 02                      AMS CD: 41303222008                      CUSTOMER ORDER NO: M6785404MPF0006</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 PARA8432697131 PZASBB L PARA00 3</p> <p>PROJ CD BRK BLK PT</p> <p>HMK PAR00A</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 500 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      MARK FOR: E M G A                      SUMINISTROS                      BENITO CORREA 1195                      BUENOS AIRES                      ARGENTINA</p>				
0001AN	<p><u>PRODUCTION WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: R14A0R434A PRON AMD: 04</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	<p>AMS CD: 41303222008                      CUSTOMER ORDER NO: N4802904MPA4B12</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  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      002 N490653309001B N00109 J 3  <u>PROJ_CD BRK BLK_PT</u>                      HMK</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 20,000 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (N00109) ATLANTIC ORDNANCE COMMAND                      P O BOX 410                      YORKTOWN VA 23691-0410</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      004 N490653309002B N47615 J 3  <u>PROJ_CD BRK BLK_PT</u>                      HMK</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 23,700 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (N47615) NAVAL WEAPONS STATION SEAL BEACH                      800 SEAL BEACH BLVD                      SEAL BEACH CA 90740-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: T14A0T754A PRON AMD: 04                      AMS CD: 41303222008                      CUSTOMER ORDER NO: M9545004MP31135</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	<p>TOOELE ARMY DEPOT TPF                      TOOELE UT 84074-5003</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: U14A0U234A PRON AMD: 02                      AMS CD: 41303222008                      CUSTOMER ORDER NO: FD20200418003</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 FW202632652055 W45G19 L 3  <u>PROJ CD BRK BLK PT</u>                      HMK  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 152,200 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W45G19) XR W390 RED RIVER MUNITIONS CTR                      HIGHWAY 82 WEST CL V TPF                      GATE 44 BLDG 184                      TEXARKANA TX 75507-5000</p>				
0001AR	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: W13A0K584A PRON AMD: 03                      AMS CD: 41303222008                      CUSTOMER ORDER NO: MIPR3MOSC96962</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></p>				

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Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0133 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 W81YWB3255A726 W25G1R J 3 PROJ CD BRK BLK PT HMK <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                      5,000                      0210  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG                      PA 17201-4150				
0001AS	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NOUN: LAP M781 PHILLIPINES CDM PRON: J53A2J964A PRON AMD: 03 AMS CD: VAH005 FMS CASE IDENTIFIER: PI-B-VAH  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W81YWB3059A725 W53XMD L 3 PROJ CD BRK BLK PT HMK <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                      3,600                      0210  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE                                      IN 47522-5099				
0001AT	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NOUN: LAP M781 PHILLIPINES CDM PRON: J53A2J324A PRON AMD: 03 AMS CD: VAG033 FMS CASE IDENTIFIER: PI-B-VAG				





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Reference No. of Document Being Continued  
 PIIN/SIIN W52PlJ-04-R-0133 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																								
0002AB	<p>001                      1                      0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555)    SEE SECTION E</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781    CDM                      PRON: 4A4A1031M2    PRON AMD: 03                      AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin    ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC                      SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W81YWB3344A727</td> <td>W67G23</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1,200</td> <td>0510</td> </tr> <tr> <td>002</td> <td>181,500</td> <td>0540</td> </tr> <tr> <td>003</td> <td>181,200</td> <td>0570</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W67G23)    XR W0MM USA OSC DEPOT TOOELE                      TOOELE ARMY DEPOT TPF                      TOOELE                      UT 84074-5003</p> <p>DOC                      SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>004</td> <td>W52PlJ41174053</td> <td>W44XMF</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>34,700</td> <td>0240</td> </tr> <tr> <td>002</td> <td>181,500</td> <td>0270</td> </tr> <tr> <td>003</td> <td>181,500</td> <td>0300</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W81YWB3344A727	W67G23	J		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1,200	0510	002	181,500	0540	003	181,200	0570	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	004	W52PlJ41174053	W44XMF	J		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	34,700	0240	002	181,500	0270	003	181,500	0300				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004	181,500 0330				
005	181,500 0360				
006	181,500 0390				
007	181,500 0420				
008	181,500 0450				
009	181,500 0480				
010	180,300 0510				
	FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W81YWB4114A725 W22PVK J 3 <u>PROJ CD BRK BLK PT</u> HMK				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 146,800 0240				
	FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
0002AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NOUN: CTG 40MM PRACTICE M781 CDM PRON: 4A4A1031M2 PRON AMD: 03 AMS CD: 41303222008  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				

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Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0133 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002	W81YWB3344A727 W67G23 J <u>PROJ CD BRK BLK PT</u> HMK	3			
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 1,200 0450				
	002 181,500 0480				
	003 181,200 0510				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
004	W52P1J41174053 W44XMF J <u>PROJ CD BRK BLK PT</u> HMK	3			
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 34,700 0180				
	002 181,500 0210				
	003 181,500 0240				
	004 181,500 0270				
	005 181,500 0300				
	006 181,500 0330				
	007 181,500 0360				
	008 181,500 0390				
	009 181,500 0420				
	010 180,300 0450				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
005	W81YWB4114A725 W22PVK J <u>PROJ CD BRK BLK PT</u> HMK	3			
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 146,800 0180				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
0003	<u>M781 - 25% SPLIT AWARD</u>	1814800	EA	\$ _____	\$ _____
	NSN: 1310-01-211-8073 FSCM: 19200 PART NR: 9395853 SECURITY CLASS: Unclassified				
	<u>With First Article Approval</u> Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.	1814800		\$ _____	\$ _____
	Without First Article Approval Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.	1814800		\$ _____	\$ _____
	(End of narrative B001)				
0003AA	<u>FIRST ARTICLE TEST REPORT</u>  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																								
0003AB	<p>001 1 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM PRACTICE M781 CDM                      PRON: 4A4A2031M2 PRON AMD: 05                      AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>003</td> <td>W81YWB3363A725</td> <td>W25G1R</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>58,600</td> <td>0480</td> </tr> <tr> <td>002</td> <td>151,300</td> <td>0510</td> </tr> <tr> <td>003</td> <td>151,300</td> <td>0540</td> </tr> <tr> <td>004</td> <td>134,700</td> <td>0570</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR                      1 OVERCASH AVENUE                      GATE 7                      CHAMBERSBURG PA 17201-4150</p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>004</td> <td>W81YWB4114A726</td> <td>W67G23</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>HMK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>151,300</td> <td>0240</td> </tr> <tr> <td>002</td> <td>151,300</td> <td>0270</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	003	W81YWB3363A725	W25G1R	J		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	58,600	0480	002	151,300	0510	003	151,300	0540	004	134,700	0570	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	004	W81YWB4114A726	W67G23	J		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					HMK					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	151,300	0240	002	151,300	0270				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003	151,300 0300				
004	151,300 0330				
005	151,300 0360				
006	151,300 0390				
007	151,300 0420				
008	151,300 0450				
009	92,700 0480				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W81YWB3363A726 W25G1R J 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 15,800 0570				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150				
0003AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NOUN: CTG 40MM PRACTICE M781 CDM PRON: 4A4A2031M2 PRON AMD: 05 AMS CD: 41303222008				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003	W81YWB3363A725 W25G1R J 3 <u>PROJ CD BRK BLK PT</u> HMK				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 58,600 0420				
	002 151,300 0450				
	003 151,300 0480				
	004 134,700 0510				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
004	W81YWB4114A726 W67G23 J 3 <u>PROJ CD BRK BLK PT</u> HMK				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 151,300 0180				
	002 151,300 0210				
	003 151,300 0240				
	004 151,300 0270				
	005 151,300 0300				
	006 151,300 0330				
	007 151,300 0360				
	008 151,300 0390				
	009 92,700 0420				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
005	W81YWB3363A726 W25G1R J 3 <u>PROJ CD BRK BLK PT</u> HMK				
	<u>DEL REL CD QUANTITY DEL DATE</u>				
	001 15,800 27-FEB-2006				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1R) XR W39Z LETTERKENNY MUNITIONS CTR 1 OVERCASH AVENUE GATE 7 CHAMBERSBURG PA 17201-4150</p>				

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1		*** 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 9395853 with revisions in effect as of 07/23/2003 (except as follows):

## a. Delete:

- (1) Specification MIL-C-63239 (obsoleted by DTL9322240)
- (2) Engineering Change Proposal R0Q2009 (incorporated in DTL9322240)
- (3) Engineering Change Proposal R0Q2018 (incorporated in DTL9322240)
- (4) Engineering Change Proposal R0S2031 (incorporated in DTL9322240)
- (5) Engineering Change Proposal R0S2033 (incorporated in DTL9322240)
- (6) Parts List PL8799925 (obsolete)
- (7) Parts List PL9322239 (obsolete)
- (8) Parts List PL9322240 (obsolete)
- (9) Engineering Change Proposal 2Y2004 (Drawing 9345327 Rev E incorporates NOR)
- (10) Engineering Change R2K3004 which was added to Drawing 1948-4116/17C
- (11) Engineering Changes R3K3017 and R3K3024 as they are listed in Rev C of ACV00561

## b. Change Technical Data Package List 9395853 (07/23/03) references as follows:

- (1) Drawing 9322241 From: Rev D; to: Rev E (See Section J)
- (2) Drawing 9345327 From: Rev D; to: Rev E (See Section J)
- (3) Drawing 9325894 From: Rev J; To: Rev K (See Section J)
- (4) Drawing ACV00561 From: Rev B; To: Rev C.

## c. Change Drawing 9322230, Rev. P, Zone B/C-4, by adding a 'R' before .13+.00, -.02 dimension

## d. Add

- (1) Drawing 9322247 Rev H (See Section J)
- (2) Drawing 12012006 Rev K (See Section J)

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(3) Engineering Change R3K3016 - "Addition of 2D Bar Code Marking Requirements" dated 2003 Feb 04 (See Section J)

e. MIL-S-14760 is cancelled. The acceptable replacement standard is SAE-AMS3755

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

(End of statement of work)

(CS6100)

C-4            52.247-4503            STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS            MAR/2004  
LOCAL

Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-5            52.246-4506            STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL            FEB/1999  
LOCAL

In accordance with DI-MGMT-80004 and contract clause 52.246-4506, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document: List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.).

1.4 SPC Training: Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls: Identify the criteria for performing SPC gage capability studies and describe how and when these studies should be applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use: Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto

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analysis, analysis of characteristics with tight tolerances, etc.).

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable data: Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal (Cpk less than 1.33 or 2.0 for criticals or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R  $\bar{x}$  bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken, to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls: Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often, what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System: At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records: Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for nonselection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or

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subcontracted opt; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of statement of work)

(CS7100)

C-6 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS  
LOCAL

AUG/2002

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. Additional details on WARP are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining access to AEPS are provided below:

**AEPS Access Procedures**

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeprs.ria.army.mil/aeprspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

**AEPS HELP-DESK and Problem Reporting Procedures**

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

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Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS user name and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(End of statement of work)

(CS7200)

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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)

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## SECTION D - PACKAGING AND MARKING

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

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

Packaging shall be in accordance with 9325896 revision L, dated 26 FEB 2002.  
325896

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

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

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

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

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

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9325896. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT requirements for all non-manufactured wood used in packaging applies to this contract. ECP R3K3015 applies to wirebound box MIL-B-46506. In addition Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2 52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/26Q, revision 1, dated DEC 85, and 19-48-4116, Revision 7, dated SEP 2001. ECP R2K3000 and R2K3010 apply to 19-48-4116. Marking shall be in accordance with Drawing ACV00561, Revision C, dated 11 JULY 2003.

HEAT TREAT requirements for all non-manufactured wood used in the palletized load applies to this contract. In addition Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

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## SECTION E - INSPECTION AND ACCEPTANCE

NOTE: FOR MARINE CORP REQUIREMENTS IN CLIN 0001 THE FOLLOWING APPLIES:

GENERAL SPC PLAN IS TO BE APPROVED PRIOR TO FAT, DETAILED SPC PLAN IS TO BE APPROVED PRIOR TO START OF PRODUCTION. SAMPLE ADC IS TO BE SUBMITTED FOR REVIEW AND APPROVAL IN ACCORDANCE WITH MIL-STD-1168B. MCPD WILL BE A REVIEWER OF THE FOLLOWING: SPC GENERAL AND DETAILED PLANS, AND SAMPLE AMMUNITION DATA CARDS REQUIRED BY MIL-STD-1168B. MCPD IS TO BE ADDED TO DISTRIBUTION FOR ALL AIE/AAIE SUBMISSIONS, INCLUDING ALL DRAWINGS, SUPPORTING DOCUMENTS, AND UPDATES. ALSO, ALL FAAT AND LAT TEST REPORTS WILL BE PROVIDED TO MCPD FOR CUSTOMER APPROVAL.

FOR ALL OTHER CUSTOMERS - THE GENERAL SPC PLAN IS TO BE APPROVED PRIOR TO FAT, DETAILED SPEC PLAN IS TO BE APPROVE PRIOR TO START OF PRODUCTION. SAMPLE ADC IS TO BE SUBMITTED FOR REVIEW AND APPROVAL IN ACCORDANCE WITH MIL-STD-1168B.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

## a. The first article shall consist of:

Those items and quantities as cited in current Item Specification Mil-C-63239B with revisions and amendments found in TDP as of 9 SEP 03. Also, all samples (for the US Marine Corp) and 10 samples (for the other customers) of each component, subassembly and assembly are to be 100% inspected for unlisted characteristics which shall be examined and tested in accordance with contract requirements, the item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

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

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

(End of clause)

(ES6031)

E-6            52.245-4540            GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT            JAN/1995  
                   LOCAL

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

(a)	Item Nomenclature	National Stock Number	Quantity	Cost Each	Unit of Issue
	M16 Rifle	1005-01-128-9936	1		Each
	M203 Launchers	1010-00-376-6447	2		Each
	M203 Barrels	1010-01-376-3342	6		Each

(End of clause)

(ES6115)

E-7            52.246-11            HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT            FEB/2004  
                   LOCAL

(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:

( ) ISO 9002

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(X) ISO 9001-2000; only design/development exclusions permitted

( ) ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-8 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) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

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

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

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

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

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and

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Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

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

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

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

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

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

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

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

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

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

l. Not used.

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

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

(End of clause)

(ES6034)

E-9 52.245-4545 MIL-STD-1916  
LOCAL

OCT/2000

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

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**Name of Offeror or Contractor:**

E-10 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-11 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.

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

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

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

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

(End of clause)

**Name of Offeror or Contractor:**

(ES7010)

E-12 52.246-4532 DESTRUCTIVE TESTING  
LOCAL

MAY/1994

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

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

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

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

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

(End of clause)

(ES7011)

E-13 52.246-4550 CRITICAL CHARACTERISTICS  
LOCAL

FEB/2004

a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance: A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or

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(2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

(1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.

(2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.

(3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.)(DI-SAFT-80970A).

(4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

(5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

(1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.

(2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.

(3) Means of tracking nonconformance rate, investigative results and corrective actions taken.

(4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-6	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-7	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-11	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_\_Yes \_\_\_X\_\_\_ No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

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**Name of Offeror or Contractor:**

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

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

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

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

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

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-12            52.247-4504            TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR            MAR/2004  
                   LOCAL                    SHIPMENTS

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

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

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

(End of clause)

(FS7115)

F-13            52.247-4505            TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR            MAR/2004  
                   LOCAL                    SHIPMENTS

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

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

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**Name of Offeror or Contractor:**

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

(End of clause)

(FS7116)

F-14 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993  
LOCAL

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

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

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

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

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

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

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

(End of clause)

(FS7240)

F-15 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988  
LOCAL

Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of clause)

(FS7405)

F-16 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996  
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

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

**Name of Offeror or Contractor:**

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

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

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

(End of clause)

(FS7007)

F-17 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS)  
LOCAL

FEB/1996

(a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Str., Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMA.

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

(End of clause)

(FS7052)



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**Name of Offeror or Contractor:**

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

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

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

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

(HP6011)

H-4            52.242-4506            PROGRESS PAYMENT LIMITATION            MAR/1988  
                  OSC

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

(End of Clause)

(HS6002)

H-5            52.245-4506            GOVERNMENT FURNISHED PROPERTY            OCT/1994  
                  OSC  
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number -1- of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number -1- of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number -1- of this document, the Contractor shall immediately notify the Contracting Officer in writing.

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

(End of Clause)

(HS6075)

H-6            242-1107(B)            INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS            JUN/1996  
                  LOCAL            REPORTS OF DELAYS IN DELIVERY

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known

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**Name of Offeror or Contractor:**

or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

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

(End of clause)

(HS6028)

H-7	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

\*\*\*

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

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-8	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

\*\*\*

(End of clause)

(HA7503)

H-9	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

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

Shipped From:

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

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**Name of Offeror or Contractor:**

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

If YES, give name of rail carrier serving it: \_\_\_\_\_

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

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/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	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) - ALTERNATE I	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) - ALTERNATE I	OCT/1995
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-16	PROGRESS PAYMENTS	APR/2003
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-40	52.232-25	PROMPT PAYMENT	OCT/2003
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-45	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-46	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-50	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-51	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-52	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-53	52.248-1	VALUE ENGINEERING	FEB/2000

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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-58	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-59	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-61	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-62	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-63	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-64	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-65	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-66	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-67	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-68	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-69	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-70	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-71	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-72	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-73	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-74	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-75	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-77	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

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

b. The Government reserves the right to increase the quantity of item(s) 0001, 0002 and 0003 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

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

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

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

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

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**Name of Offeror or Contractor:**

g. Offered Unit Prices for the Option Quantities are:

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

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

(End of Clause)

(IP6080)

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

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

\*\*\*

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

\*\*\*

(End of clause)

(IP6250)

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

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

\*\*\*

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

\*\*\*

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

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

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

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

(End of Clause)

(IP6070)

I-80 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999  
DFARS

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
Ctg 40mm Practice M781	1310-01-211-8073	CAT IV

## GOVERNMENT FURNISHED GFE/GFM:

M-16 Rifle	1005-01-128-9936	CIIC 2
M203 Launcher	1010-00-179-6447	CIIC 3
M203 Barrels	1010-01-376-3342	CIIC 4

(End of clause)

(IA6200)

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

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

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

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

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(IF7018)

I-82            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

(End of clause)

(IF7016)

I-83            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            MAR/1999  
DFARS

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.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 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

**Name of Offeror or Contractor:**

offers.

(End of clause)

(IA7015)

I-84 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  
DFARS

APR/2003

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act/Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

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(IA7732)

I-85 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT  
DFARS

MAR/1998

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

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

\_\_\_\_\_  
(Official's Name)\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

(IA7035)

I-86 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)

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## 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	04-APR-04	006	
Attachment 001	ENGINEERING CHANGE PROPOSAL/NOTICE OF REVISION R3S2055	04-JUN-03	002	
Attachment 002	SECURITY STATEMENT OF WORK - PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISH CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E)		003	
Attachment 003	DOCUMENT SUMMARY LIST		003	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 007	LIST OF ADDRESSES FOR DD FORM 1423		001	
Attachment 008	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 011	AFSC FORM - WARNING LABEL		001	
Attachment 012	LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE			
Attachment 013	DEFENSE PRIORITIES AND ALLOCATION SYSTEM			
Attachment 014	DISCLOSURE OF LOBBYING ACTIVITIES			
Attachment 015	ENGINEERING CHANGE PROPOSAL/NOTICE OF REVISION R3S2064	26-SEP-03	002	
Attachment 016	ENGINEERING CHANGE PROPOSAL/NOTICE OF REVISION R3K3016	04-FEB-03	024	
Attachment 017	DRAWING 9322241 REV E	22-APR-77	001	
Attachment 018	DRAWING 9345327 REV E	29-JUL-81	001	
Attachment 019	DRAWING 9325894 REV K	30-AUG-77	001	
Attachment 020	NOTICE OF REVISION R2S2036-12 CONTAINING DTL9322240	10-OCT-02	027	
Attachment 021	DRAWING 9322247 REV H	22-APR-77	001	
Attachment 022	DRAWING 12012006 REV K	11-MAR-93	002	
Attachment 023	DRAWING 9322230	22-APR-77	001	
Attachment 024	SAE-AMS3755		007	
Attachment 025	ENGINEERING CHANGE PROPOSAL R04S3013	03-MAR-04	009	

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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	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that-

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

- (i) Those prices;
- (ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

(End of provision)

(KF6065)

K-4	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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**Name of Offeror or Contractor:**

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

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

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

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

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(f) Common parent.

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

o Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

(KF6043)

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

**Name of Offeror or Contractor:**

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

OFFEROR RECOMMENDATIONS

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

(End of provision)

(KF6063)

K-6	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(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 o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in

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good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

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

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

(End of provision)

(KF6035)

K-8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS APR/2002

(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993.

(2) The small business size standard is 1500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

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

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

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

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

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

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

(c) Definitions. As used in this provision-

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**Name of Offeror or Contractor:**

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-9            52.219-1            SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I            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)



Name of Offeror or Contractor:

meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

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

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

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

Line Item Number Country of Origin

(3) The following end products are other foreign end products:

Line Item Number Country of Origin (If known)

(End of provision)

(KA6702)

K-14 252-247.7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992 DFARS

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

(b) Representation. The Offeror represents that it

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

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

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

**Name of Offeror or Contractor:**

252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA6500)

K-15 \*\*\* THIS REFERENCE (KF7035) IS NO LONGER VALID \*\*\*

K-16 \*\*\* THIS REFERENCE (KF7050) IS NO LONGER VALID \*\*\*

K-17 \*\*\* THIS REFERENCE (KF7043) IS NO LONGER VALID \*\*\*

K-18 \*\*\* THIS REFERENCE (KF7033) IS NO LONGER VALID \*\*\*

K-19 \*\*\* THIS REFERENCE (KF7005) IS NO LONGER VALID \*\*\*

K-20 \*\*\* THIS REFERENCE (KF7019) IS NO LONGER VALID \*\*\*

K-21 \*\*\* THIS REFERENCE (KF7020) IS NO LONGER VALID \*\*\*

K-22 \*\*\* THIS REFERENCE (KA7500) IS NO LONGER VALID \*\*\*

K-23 \*\*\* THIS REFERENCE (KA7702) IS NO LONGER VALID \*\*\*

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

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MOD/AMD

**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	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	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

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

(End of Provision)

(LF6019)

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

(End of Provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ Joint Munitions Command, ATTN: Mr. Gene Harison, AFSJM-CCA-L, Rock Island Arsenal, Rock Island, IL 61299-6000.

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

(End of Provision)

(LF6021)

L-9	252.211-7001 DFARS	AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	DEC/1991
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

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

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**Name of Offeror or Contractor:**

US Naval Publications and Printing Service Office  
700 Robbins Avenue  
Standardization Documents Order Desk  
Building 4D  
Philadelphia, PA 1911105094

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

(End of provision)

(LA6700)

L-10	52.211-4510	PARTNERING	AUG/2001
	AMC		

\*\*\*The principal government representatives for this effort will be Gene Harrison, AFSJM-CCA-L, Procuring Contracting Officer .

(End of Provision)

(LM6100)

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

L-12	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

(End of provision)

(LF7015)

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

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

DATES \_\_\_\_\_

(End of Provision)

(LF7009)

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

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by

**Name of Offeror or Contractor:**

submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-15 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004  
Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

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

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

(End of provision)

(LS7003)

L-16 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM  
LOCAL

FEB/2003

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

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

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

**Name of Offeror or Contractor:**

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

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

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

(End of clause)

(LS7010)

L-17 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

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

(End of provision)

(LS7001)

**EVALUATION FACTORS INFORMATION:**

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

**INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSAL:**

a. The proposal shall consist of the following:

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

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

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

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

**Name of Offeror or Contractor:**

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

The offeror's Technical Data Plan is to be submitted as a completely separate volume from the executed solicitation. Information intended for the Government to consider shall be confined to that volume. Offerors are cautioned that incorporated by reference is not allowed. The offeror must provide information in sufficient detail to allow the Government to make a Technical assessment. The proposal must clearly and convincingly communicate the capability of the offeror to perform the work required as described by the RFP. It must also clearly indicate that the offeror has a thorough understanding of the requirement and is able and willing to devote the necessary resources to meet the production schedule with a product that conforms to the requirements stated in this RFP. Statements that merely repeat the solicitation requirements are unacceptable.

Volume I - Technical Plan/Approach

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

(a) Subfactor A: Use of Manual and/or Automated Production Equipment

The offeror's proposal shall describe manual and/or automated production equipment, currently available or planned to be used to produce the M781. These descriptions shall include drawings, sketches, or pictures of equipment currently being used, or planned to be used, to produce the M781. These descriptions shall identify, as a minimum, the production rate and the capability of equipment to produce and maintain the tolerances required in the Technical Data Package. In addition, the offeror's proposal shall provide evidence that the offeror will meet the delivery schedule requirements, including lead-times for obtaining all materials, equipment, and tooling, lead-times for equipment and tooling set-up, lead-times for training, and all other lead-times or milestones required prior to submission of both the First Article Test and production quantity deliveries.

(b) Subfactor B: Ability to Handle and Store Ammunition, Weapons, and Energetic Materials

The offeror's proposal shall provide evidence of the offeror's possession of, or plan to obtain, any local, state or federal permits, approvals or clearances required to handle and store ammunition, weapons, and energetic materials. This evidence shall include, as a minimum, copies of permits, approvals or clearances and/or a description(s) of the procedures and time schedules required to obtain the permits, approvals or clearances in order to meet RFP quantity and schedule requirements.

(c) Subfactor C: Ability to Obtain Access to and Use Test Facilities

The offeror's proposal shall provide evidence of the offeror's access, or plan for access and use of, test facilities to perform materials, environmental and/or ballistic testing required by the Technical Data Package. The evidence shall describe the offeror's plan to store and maintain test equipment and weapons, shall include copies of permits and/or correspondence documenting the planning to obtain timely access to test facilities, shall include the plans to store and maintain equipment and weapons and include descriptions of the existing or planned test facilities physical layout.

(d) Subfactor D: Capability to Control Product Physical Characteristics

The offeror's proposal shall provide evidence of the offeror's capability to control product physical characteristics (example: dimensions, material properties, color, finish, etc.) and process parameters (example: machine speeds, feeds, pressure, position, time, etc.) in order to consistently meet or exceed the RFP requirements. This evidence shall include, as a minimum, results of process capability studies and/or prove-outs conducted on production equipment used or planned to be used to produce the M781. These study results must include, as a minimum, Process Capability (Cp), Process Capability Index (Cpk), statistical quality control metrics, cycling of Master samples (known defectives).

(e) Subfactor E: Use of Manual and/or Automated Acceptance Inspection Equipment (AIE/AAIE)

The offeror's proposal shall describe manual and/or automated acceptance inspection equipment (AIE/AAIE), currently used or planned, that will assure that the RFP quality requirements are met. These descriptions shall include, as a minimum, procedures for preventing and controlling/handling critical (safety) defects, drawings, sketches, or pictures of equipment currently used, or planned, to produce the M781. These descriptions shall identify, as a minimum, the inspection rate, equipment effectiveness metrics (example: the expected escape rate of defectives from the equipment), the capability of the equipment to perform inspections in accordance with the Technical Data Package requirements and to assure that the M781 meet or exceed the RFP quantity and schedule requirements.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-04-R-0133	<b>MOD/AMD</b>	<b>Page 71 of 76</b>
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**Name of Offeror or Contractor:**

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b. Price:

(1) With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, shall be explained in the proposal. The burden of proof as to price credibility rests with the offeror.

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

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

(4) The offeror shall insert his unit prices in the spaces provided in Sections B and I for the basic and option quantities, respectively. The offeror is reminded that if unit prices are not entered in Section I for the option pricing, the lowest price offered in Section B for each CLIN shall be the price evaluated/awarded for any option quantities.

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

(6) Cost and pricing data is not required to be submitted with the proposal. However, the Government reserves the right to require cost and pricing data or information other than cost or pricing data for any or all of the CLINS in the event such data is necessary to establish a fair and reasonable price. The Government reserves the right to conduct negotiations on the offered prices for any CLIN.

\*\*\* END OF NARRATIVE L 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	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-4	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

TECHNICAL PLAN AND PRICE

(End of Provision)

(MF6012)

M-5	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-6	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

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

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

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

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

Type of Contract or Agreement: \_\_\_\_\_

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

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**Name of Offeror or Contractor:**

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

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

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

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

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

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

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

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

**Name of Offeror or Contractor:**

(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)

BASIS FOR AWARD

a. Solicitation Terms:

- (1) 100% Small Business Set Aside
- (2) Lowest Price/Technically Acceptable
- (3) Firm Fixed Price
- (4) 100% Evaluated Option
- (5) With and Without First Article
- (6) The Government intends to make a three way split award (45% - 3,269,279 each, 30% - 2,176,251 each and 25% - 1,813,570 each)
- (7) FOB Origin

b. Evaluation Factors:

- (1) Technical Plan:
- (2) Price

c. Evaluation Factors Rating:

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

(1) Technical Plan:

- (a) Subfactor A: Use of Manual and/or Automated Production Inspection Equipment

To be considered acceptable, the offeror's proposal must describe manual and/or automated production equipment, currently available or planned to be used to produce M781. These descriptions must include drawings, sketches, or pictures of equipment currently being used, or planned to be used, to produce the M781. These descriptions must identify, as a minimum, the production rate and the capability of equipment to produce and maintain the tolerances required in the Technical Data Package. In addition, the offeror's proposal must provide evidence that the offeror will meet the delivery schedule requirements, including lead-times for obtaining all materials, equipment, and tooling, lead-times for equipment and tooling set-up, lead-times for training, and all other lead-times or milestones required prior to submission of both the First Article Test and production quantity deliveries. If requirements of this Subfactor are not met, the offeror's proposal will be rated as unacceptable.

- (b) Subfactor B: Ability to Handle and Store Ammunition, Weapons, and Energetic Materials

To be considered acceptable, the offeror's proposal must provide evidence of the offeror's possession of, or plan to obtain, any local, state or federal permits, approvals or clearance required to handle and store ammunition, weapons, and energetic materials. This evidence shall include, as a minimum, copies of permits, approvals or clearances and/or a description(s) of the procedures and time schedules required to obtain the permits, approvals or clearances in order to meet RFP quantity and schedule requirements. If requirements of this Subfactor are not met, the offeror's proposal will be rated as unacceptable.

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**Name of Offeror or Contractor:**

(c) Subfactor C: Ability to Obtain Access to and Use Test Facilities

To be considered acceptable, the offeror's proposal must provide evidence of the offeror's access, or plan for access and use of, test facilities to perform materials, environmental and/or ballistic testing required by the Technical Data Package. The evidence must describe the offeror's plan to store and maintain test equipment and weapons, must include copies of permits and/or correspondence documenting the planning to obtain timely access to test facilities, must include the plans to store and maintain equipment and weapons and include descriptions of the existing or planned test facilities physical layout. If requirements of this Subfactor are not met, the offeror's proposal will be rated as unacceptable.

(d) Subfactor D: Capability to Control Product Physical Characteristics

To be considered acceptable, the offeror's proposal must provide evidence of the offeror's capability to control product physical characteristics (example: dimensions, material properties, color, finish, etc.) and process parameters (example: machine speeds, feeds, pressure, position, time, etc.) in order to consistently meet or exceed the RFP requirements. This evidence must include, as a minimum, results of process capability studies and/or prove-outs conducted on production equipment used or planned to be used to produce the M781. These study results must include, as a minimum, Process Capability (Cp), Process Capability Index (Cpk), statistical quality control metrics, cycling of Master samples (known defectives). If requirements of this Subfactor are not met, the offeror's proposal will be rated as unacceptable.

(d) Subfactor E: Use of Manual and/or Automated Acceptance Inspection Equipment (AIE/AAIE)

To be considered acceptable, the offeror's proposal must describe manual and/or automated acceptance inspection equipment (AIE/AAIE), currently used or planned, that will assure that the RFP quality requirements are met. These descriptions must include, as a minimum, procedures of preventing and controlling/handling critical (safety) defects, drawings, sketches, or pictures of equipment currently used, or planned, to produce the M781. These descriptions must identify, as a minimum, the inspection rate, equipment effectiveness metrics (example: the expected escape rate of defectives from the equipment), the capability of the equipment to perform inspections in accordance with the Technical Data Package requirements and to assure that the M781 meet or exceed RFP quantity and schedule requirements. If requirements of this Subfactor are not met, the offeror's proposal will be rated as unacceptable.

(2) Price

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

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

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

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

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

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**Name of Offeror or Contractor:**

\*\*\* END OF NARRATIVE M 001 \*\*\*