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|---|--|-----------------------|---|------------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA6 | Page 1 of 52 |
| 2. Contract No. | 3. Solicitation No. W52P1J-04-R-0152 | | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2004MAY13 | 6. Requisition/Purchase No. SEE SCHEDULE |
| 7. Issued By HQ AFSC AMSFS-CCA-R ROCK ISLAND, IL 61299-6000 BLDG 350 & 390 | | Code W52P1J | 8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000 | | |

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 AMSFS-CC BLDG 350 CONTRACTING CTR until 03:00pm (hour) local time 2004JUN15 (Date).

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

| | | |
|----------------------------------|---|--|
| 10. For Information Call: | Name MITZI WAGNER E-mail address: WAGNERM@OSC.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (309)782-4657 |
|----------------------------------|---|--|

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0152 | Page 2 of 52 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Notice: This acquisition is restricted to U.S. and Canada and shall be acquired via competitive, best value procedures. TECHNICAL DATA PACKAGE (TDP) IS CLASSIFIED AS DISTRIBUTION STATEMENT X. Distribution is only authorized to U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 USC 140c. A Military Critical Technical Data Agreement, DD Form 2345, certified by Defense Logistics Services Center, Battle Creek, Michigan is required. Technical Data Packages cannot be forwarded to a contractor who has not been certified. A copy of the executed DD Form 2345 is required to be submitted to the contract specialist, Mitzi Wagner at wagnerm@osc.army.mil, with any request for the technical data package. The form and all applicable instructions can be obtained at the following web site: www.disc.dla.mil/ccal. The TDP will be sent via U.S. mail unless the requester provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request.

1. This Request for Proposal (RFP) is for the acquisition of 26,677 each 105MM PGU-44/B HE Cartridges, P/N 9926071. The solicitation contains 200% evaluated option for two (2) option years. Offers are to be prepared and submitted with First Article, FOB Origin. A firm fixed price contract is anticipated as a result of this solicitation.
2. As this acquisition is restricted to U.S. and Canada, offerors are cautioned that all components of this requirement must be manufactured in the U.S. or Canada to include cartridge case, primer and LAP. Proposals must be submitted in U.S. Dollars.
3. Offerors are advised the government expects to schedule oral presentations soon after the RFP closes.
4. A best value technique will be used to select the most advantageous offer to the government. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation" and Section M, in its entirety. Award will be made based on the evaluation of:

- A. Technical/Management
Manufacturing Plan
- B. Past Performance
On-Time Delivery
Quality
- C. Price
- D. Small Business Utilization
Proposed Small Business Utilization
Past Small Business Utilization

Under the best value approach, the government is not bound to effect an award to the lowest priced evaluated offer in the event that recent/relevant past performance and/or technical ability justifies payment of a premium - see Sections L and M. For purposes of this evaluation, each offeror is to provide the information specified at the applicable provision. Award will be made to the offeror whose proposal is determined to be the best value to the government based upon the cited criteria.

5. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The government will not make assumptions concerning an offeror's intent, capabilities, facilities or experience. Clear identification is the sole responsibility of the offeror. Offerors are cautioned to ensure that their proposal is complete, including all fill-in's and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent free government owned facilities and equipment.

6. The following items will be furnished as Government Furnished Material (GFM) and will be provided in sufficient quantities to the required destination(s) for the production of the basic contract quantity upon written request to the Procuring Contracting Officer:

105MM Cartridge HE (C445), NSN: 1315-00-028-4857, P/N: 9211611
 FMU 153/B Fuze, NSN: 1390-01-394-9905, P/N: 9483250
 M67 Propelling Charge, NSN: 1315-01-237-9775, P/N: 9205472
 PA Fiber Container, NSN: 8140-01-456-8878, P/N: 9825005
 Wirebound Box, NSN: 8140-01-269-9175, P/N: 9278402

7. Offers should take note of the provision at FAR 52.215-1 "Instructions to Offerors - Competitive Acquisition". The government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a)). Initial proposals should contain the offeror's best terms from a price and technical standpoint. The government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.
8. In accordance with DFARS 252.204-7004, "Required Central Contractor Registration", failure to register in the Central Contractor Registration database will make an offeror ineligible for award.

Name of Offeror or Contractor:

9. The 105MM PGU-44/B HE is considered to be a sensitive ammunition/explosive item. A Security Pre-award Survey will be required. A physical security survey will be conducted by the cognizant Defense Security Service Office. In accordance with Section (C) of part 252.223-7007, a statement of work that specifies requirements found in DOD 5100.76M is attached to this solicitation. Refer to attachment 003 entitled, "Security Statement of Work (SOW) Physical Security Standards for DOD Security Risk Category III/IV Ammunition and Explosives (A&E) at Contractor-Owned Contractor-Operated (COCO) Facilities.

10. A Pre-award Safety Survey is required and will be conducted by Defense Contract Management Command as prescribed in DFARS 223.70, Safety Precautions for Ammunition and Explosives, December 1991. This contract requires DD Form 2356, "Warning, this Contract Involves Hazardous Material".

11. This summary is provided for administrative assistance only and is not intended to alter the terms and conditions of the solicitation. Any inconsistencies between this summary and other solicitation provisions shall be resolved in favor of the other solicitation provision; provisions of the TDP and solicitation shall prevail.

*** END OF NARRATIVE A 001 ***

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

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|-------------------|-------------|
| A-1 52.252-4500 LOCAL | FULL TEXT CLAUSES | SEP/1997 |

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

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

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

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

(End of clause)

(AS7001)

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|-------------------------|--|------------|----------|---------------|-----------------|-------------|--|-----|--|--|---|-------------------|-----------------|-------------------------|--|-----|---|------|--|--|--|--|--|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1315-01-462-9367 NOUN: CTG 105MM HE PGU 44/B FSCM: 19200 PART NR: 9278792-7 SECURITY CLASS: Unclassified</p> | 26677 | EA | \$ _____ | \$ _____ | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>FIRST ARTICLE</u></p> <p>NOUN: CTG 105MM HE PGU 44/B</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0120</td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p> | DOC | SUPPL | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> | 001 | | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | 001 | 1 | 0120 | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | 3 | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | 0120 | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AB | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 105MM HE PGU-44/B PRON: U12ALU87M2 PRON AMD: 03 AMS CD: 41351122019</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | | | | | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AC | <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202612202061A W22PVK L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,507 0225</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p>MARK FOR: MIPR NUMBER FD20200216806 / FW202612202061</p> <p>FDT/TAC: F7230G</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 105MM HE PGU-44/B PRON: U12A2U32M2 PRON AMD: 04 AMS CD: 41351122019</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 FW202620652052B W22PVK L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 5,709 0225</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-------------------------|---------------|-----------------|--------|--|---------------|-----------------|-------------|---------------|-----------------|-----|-----------------|--------|---|---|-------------------|-----------------|-------------------------|--|--|-----|-------|------|--|--|-----|-------|------|--|--|-----|-------|------|--|--|--|--|--|--|
| 0001AD | <p>MARK FOR: MIPR NUMBER FD20200213016 / FW202620652052</p> <p>FDT/TAC: F8D1*30 (* DENOTES FISCAL YEAR SHIPPED)</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 105MM HE PGU-44/B PRON: U13ALU90M2 PRON AMD: 03 AMS CD: 41374220020</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>FW202622532054A</td> <td>W22PVK</td> <td>L</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>2,000</td> <td>0255</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>5,000</td> <td>0285</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>5,207</td> <td>0315</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p>MARK FOR: MIPR NUMBER FD20200317304 / FW202622532054</p> <p>FDT/TAC: F8D1*30 (* DENOTES FISCAL YEAR SHIPPED)</p> <p>(End of narrative F001)</p> | DOC | SUPPL | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | 001 | FW202622532054A | W22PVK | L | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | | 001 | 2,000 | 0255 | | | 002 | 5,000 | 0285 | | | 003 | 5,207 | 0315 | | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | FW202622532054A | W22PVK | L | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 2,000 | 0255 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002 | 5,000 | 0285 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003 | 5,207 | 0315 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AE | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 105MM HE PGU-44/B PRON: U14A0K27M2 PRON AMD: 01</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-------------------------|-------------|
| C-1 | 52.210-4501 LOCAL | DRAWINGS/SPECIFICATIONS | MAR/1988 |

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

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

Drawings and Specifications in accordance with enclosed Data List 9926071, orig. dated 25 Mar 04 and revisions of documents thereon".

Government specifications and standards listed in the ADL may be obtained from the Standardization Documents Order Desk, Building 4D, 700 Robbins Avenue, Philadelphia PA 19111-5094. Industry association specifications and standards may be obtained from the applicable associations.

(End of statement of work)

(CS6100)

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|-----|----------------------|--|----------|
| C-2 | 52.247-4503 LOCAL | STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS | MAR/2004 |
|-----|----------------------|--|----------|

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-3 | 52.246-4506 LOCAL | STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL | FEB/1999 |
|-----|----------------------|---|----------|

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

Name of Offeror or Contractor:

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 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 (C_p) shall be determined. Process performance index shall be greater than or equal to 1.33 (C_{pk}). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (C_{pk}).

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

b. Describe what actions will be taken if process/operation is sub-marginal or marginal (C_{pk} 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.

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(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 subcontracted out; 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-4 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AUG/2002
LOCAL

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://aeps.ria.army.mil/aepspublic.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

Name of Offeror or Contractor:

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)

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)

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MOD/AMD

Name of Offeror or Contractor:

C-5

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2001

LOCAL

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

SECTION D - PACKAGING AND MARKING

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

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

Packaging shall be in accordance with 20039983 revision -, dated 24 Sep 2003.

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

Marking shall be in accordance with 20039983, Rev. -, dated 24 Sep 2003.

EXCEPTION:

The following shall apply to drawing 20039983, Rev. -, dated 24 Sep 2003:

2-D Bar code marking is required in accordance with MIL-STD-129, Rev. P, with change notice 2, dated 10 Feb 2004.

NSN and DODIC 1315-01-515-9269-CA34 apply to this procurement.

NOTE M6 - The DOT Marking shall be the Proper Shipping Name and Identification Number assigned for this NSN. Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current interim Hazard Classification.

Packaging Competent Authority Approval CA-9301013 applies to this procurement for shipping purposes.

WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite ends. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. See 20039983, note 5.

WIRE SEAL: Use 8794342, Rev. "AB" in lieu of Rev. "AC".

(End of clause)

(DS6303)

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| D-2 52.247-4517 LOCAL | PALLETIZATION INSTRUCTION | MAR/1992 |
|-----------------------------|---------------------------|----------|

Palletization shall be in accordance with 20039983, revision -, dated 24 Sep 2003.

(End of clause)

(DS6204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES-FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.209-4511 LOCAL | FIRST ARTICLE TEST (GOVERNMENT TESTING) | MAY/1994 |

a. The first article shall consist of:

Primer, Percussion M28A2: FAT shall be performed in accordance with DTL8838129 Para. 4.3 and table II. Once the dimensional FAT has been approved by the PCO then a sample of twenty-five (25) primers shall be sent to a Proving Ground for Primer assembly functioning and pressure resistance.

CYU-1/B 105MM Cartridge Case: FAT shall be performed in accordance with MIL-PRF-20039964 Para. 3.2.1, 4.2.1, Table 3 & Table 6. Once the dimensional FAT has been approved by the PCO then a sample of thirty (30) CYU-1/B Cartridge Cases shall be prepared IAW MIL-PRF-20039964 Para. 3.2.3 and shall be sent to a Proving Ground for ballistic testing.

PGU-44/B 105MM HE Cartridge: FAT shall be performed in accordance with MIL-DTL-9926071 Para. 3.2.1 and Table 2. Once the dimensional FAT has been approved by the PCO then a sample of twenty-five (25) PGU-44/B Cartridges shall be sent to a Proving Ground for a gun test IAW MIL-DTL-9926071.

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

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

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

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

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

(End of clause)

(ES6033)

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| E-4 | 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
- (X) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001-2000; no exclusions permitted

or an alternate 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)

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| E-5 | 52.246-4506 | STATISTICAL PROCESS CONTROL (SPC) | MAY/1994 |
| | LOCAL | | |

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

l. Not used.

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

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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-6 52.246-4530 SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING) MAY/1994
LOCAL

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: 25 Each Primer, Percussion M28A2, 30 Each CYU-1B 105MM Cartridge Case, 25 Each PGU-44/B 105MM HE Cartridge. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST:

Primer, Percussion M28A2: Primer assembly functioning and pressure resistance (DTL8838129, Para 4.4.3.2)
CYU-1B 105MM Cartridge Case: Gun Test (MIL-PRF-20039964, Para 3.2.3)
PGU-44/B 105MM HE Cartridge: Gun Test (MIL-DTL-9926074, Para 3.2.3)

REQUIREMENTS:

Primer, Percussion M28A2: Pressure resistance per DTL8838129, Para 3.7.2
CYU-1B 105MM Cartridge Case: Chamber compatibility, extraction, obturation, soundness, primer retention per
MIL-PRF-20039964, Para 3.2.3.1, 3.2.3.2, 3.2.3.3, 3.2.3.4, 3.2.3.5
PGU-44/B 105MM HE Cartridge: Gun test per MIL-DTL-9926071, Para 3.2.3

SAMPLE: See above

TEST FACILITY: To Be Determined

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

LAP FACILITY: To Be Determined

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

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

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

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

g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional

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production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

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

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

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

(End of Clause)

(ES6035)

E-7 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)

| | | |
|---------------------------|--|----------------------|
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Name of Offeror or Contractor:

E-8 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)

(ES7010)

E-9 52.246-4532 DESTRUCTIVE TESTING MAY/1994
 LOCAL

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-10 52.246-4550 CRITICAL CHARACTERISTICS FEB/2004
 LOCAL

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

Name of Offeror or Contractor:

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
- (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 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-2 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-3 | 52.247-30 | F.O.B. ORIGIN, CONTRACTOR'S FACILITY | APR/1984 |
| F-4 | 52.247-59 | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-5 | 52.247-61 | F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS | APR/1984 |
| F-6 | 52.247-33 | F.O.B. ORIGIN, WITH DIFFERENTIALS | JUN/1988 |

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load,
 _____ wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

| | | | |
|-----|-----------|-------------------------------------|----------|
| F-7 | 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;

| | | |
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Name of Offeror or Contractor:

LOCAL

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

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

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

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

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

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

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

(End of clause)

(FS7240)

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

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

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

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

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

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

(End of clause)

(FS7007)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(HA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 223.370- 4(A)(3) OSC | DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION | JUN/1999 |
| H-2 | 52.245-4506 OSC | GOVERNMENT FURNISHED PROPERTY | OCT/1994 |

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 002 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 002 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 002 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-3 | 246.671 LOCAL | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | JAN/1995 |
|-----|---------------|---|----------|

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

Send copies to:

1. Purchasing Office

Commander
U.S. Army Field Support Command
ATTN: AMSFS-CCA-R / Mitzi Wagner
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command

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(End of Clause)

(HS7600)

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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 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-11 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-12 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-13 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-14 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | JUN/1999 |
| I-15 | 52.215-8 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-16 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-17 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JUN/2002 |
| I-18 | 52.222-19 | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2004 |
| I-19 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-20 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-21 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-22 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-23 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-24 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-25 | 52.232-1 | PAYMENTS | APR/1984 |
| I-26 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-27 | 52.232-11 | EXTRAS | APR/1984 |
| I-28 | 52.232-17 | INTEREST | JUN/1996 |
| I-29 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-30 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-31 | 52.233-1 | DISPUTES | JUL/2002 |
| I-32 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-33 | 52.242-2 | PRODUCTION PROGRESS REPORTS | APR/1991 |
| I-34 | 52.242-10 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| I-35 | 52.242-12 | REPORT OF SHIPMENT (REPSHIP) | JUN/2003 |
| I-36 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-37 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-38 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |
| I-39 | 52.247-63 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS | JUN/2003 |
| I-40 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-41 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-42 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-43 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-44 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |
| I-45 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-46 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2003 |
| I-47 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-48 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-49 | 252.223-7002 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES | MAY/1994 |

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|------|------------------------|--|-------------|
| I-50 | DFARS 252.223-7003 | CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES | DEC/1991 |
| I-51 | DFARS 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-52 | DFARS 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-53 | DFARS 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-54 | DFARS 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING | DEC/1991 |
| I-55 | DFARS 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-56 | DFARS 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |

I-57 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING SEP/1989

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

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

** (See Schedule B)

(End of clause)

(IP8003)

I-58 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 by a quantity of up to and including but not exceeding 200 percent for each FY 05 and FY 06 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 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

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

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

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

g. Offered Unit Prices for the Option Quantities are:

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Name of Offeror or Contractor:Unit PriceEvaluated Option
(F.O.B. Origin)

\$ _____ CLIN 0001 (FY 05)

\$ _____ CLIN 0001 (FY 06)

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

(End of Clause)

(IF6080)

I-59 52.243-7 NOTIFICATION OF CHANGES

APR/1984

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

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

(End of clause)

(IF6250)

I-60 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE

JUN/2003

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

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

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

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

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

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty

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period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-61 252.223-7007 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 |
|------------------------|-----------------------|----------------------|
| Fuze, Point Detonating | 1390-01-394-9905 | CAT IV |

(End of clause)

(IA6200)

I-62 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-63 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

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

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

(Offeror insert information for each SPI process)

Name of Offeror or Contractor:

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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

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

(End of clause)

(IA7015)

| | | | |
|------|--------------|-----------------------------------|----------|
| I-64 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| | DFARS | | |

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

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

(Official's Name)

(Title)

(End of clause)

(IA7035)

| | | | |
|--|-------------|--|------------|
| I-65 | 52.201-4500 | AUTHORITY OF GOVERNMENT REPRESENTATIVE | FEB/1993 |
| | OSC | | |
| 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.

| | | |
|---------------------------|--|----------------------|
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(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

| <u>List of</u> <u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u> <u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--|-------------|----------------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 | | | |
| Attachment 001 | DD FORM 2356 HAZARDOUS WARNING LABEL | | | |
| Attachment 002 | LIST OF GFM | | | |
| Attachment 003 | SECURITY STATEMENT OF WORK | | | |
| Attachment 004 | DATA LIST DL9276669 | | | |
| Attachment 005 | PERFORMANCE SPECIFICATION FOR CYU 1/B 105MM CARTRIDGE CASE MIL-PRF-20039964(AF) | | | |
| Attachment 006 | DETAIL SPECIFICATION FOR 105MM PGU-44/B HE CARTRIDGE MIL- DTL-9926071(AF) | | | |
| Attachment 007 | STATEMENT OF WORK - ACCOUNTABILITY INSTRUCTIONS | | | |
| Attachment 008 | ADDRESS LIST | | | |
| Attachment 009 | DOCUMENT SUMMARY LIST | | | |
| Attachment 010 | INSTRUCTIONS FOR DD FORM 1423 | | | |
| Attachment 011 | GUIDANCE | | | |
| Attachment 012 | ADDRESS CODE DISTRIBUTION | | | |
| Attachment 013 | IOC FORM 715-3 DEFENSE PRIORITIES AND ALLOCATIONS | | | |
| Attachment 014 | IOC FORM 715-4 LIST OF GOVERNMENT OWNED PROPERTY | | | |
| Attachment 015 | SF LLL DISCLOSURE OF LOBBYING ACTIVITIES | | | |
| Attachment 016 | DATA DELIVERY DESCRIPTION - ECP | | | |
| Attachment 017 | DATA DELIVERY DESCRIPTION - NOR | | | |
| Attachment 018 | DATA DELIVERY DESCRIPTION - RFD | | | |

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

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

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

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

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

(KA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| 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 | 52.209-5 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, | DEC/2001 |
|-----|----------|--|----------|

Name of Offeror or Contractor:

AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are 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 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-5 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)

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Name of Offeror or Contractor:

K-6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS APR/2002

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

(2) The small business size standard is 1500 (insert size standard).

(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-

"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

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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-7 52.219-2 EQUAL LOW BIDS

OCT/1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

(KF6064)

K-8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

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

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

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

(End of provision)

(KF6019)

K-9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

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

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

(b) it

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

(End of provision)

(KF6020)

Name of Offeror or Contractor:

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

AUG/1992

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

(b) Representation. The Offeror represents that it

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

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

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

(End of provision)

(KA6500)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT/2003 |
| L-2 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/2003 |
| L-3 | 52.215-1 | INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS | JAN/2004 |
| L-4 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| L-5 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Norm Brown, AMSFS-CCA-R, Building 350, Rock Island, IL ; 61299.

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

(End of Provision)

(LF6021)

| | | | | |
|--|-----|--------------|-------------------------------------|----------|
| | L-6 | 252.217-7026 | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
| | | DFARS | | |

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

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

TABLE

| | Line | National | Commercial | Item | Source of Supply | | | Actual |
|-----|-------|----------|------------|----------|------------------|---------|----------|--------|
| | | Stock | | | Company | Address | Part No. | |
| g? | Items | Number | | (Y or N) | | | | |
| (6) | (1) | (2) | | (3) | (4) | | (4) | (5) |

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

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

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

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Name of Offeror or Contractor:

(LM7010)

L-10 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-11 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-12 52.215-4501 ARSENALS AS SUBCONTRACTORS
LOCAL

JUN/2000

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C.

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

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MOD/AMD

Name of Offeror or Contractor:

2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-13 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM
LOCAL

FEB/2003

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

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

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

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

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

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

(End of clause)

(LS7010)

L-14 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)

INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSAL

A best value, firm fixed price type contract is contemplated for award. There will be a 200% evaluated option for FY05 and FY06 included in the award. The award will be based on the overall best value to the Government. The solicitation is restricted to U.S. and Canadian sources.

Award will be made to the offeror whose technical/management; recent, relevant past performance; price and small business utilization provides the best value to the Government. Recent is defined as occurring within the past three years prior to the solicitation's

Name of Offeror or Contractor:

initial closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as having previously produced same or similar items. Same or similar items are defined as items that have been produced in same or similar quantities utilizing the same or similar manufacturing processes, essential skills and unique techniques needed to produce the 105MM PGU-44/B HE or 105MM High Frag Cartridge. An item defined as same shall also have performed under the same performance parameters and environmental conditions as the 105MM PGU-44/B HE, 105MM High Frag Cartridge. A similar item shall have performed to similar parameters and environmental conditions. This does not necessarily mean that the item was used for aircraft fire.

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

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

Evaluation Factors:(1) TECHNICAL/MANAGEMENT (Including Manufacturing Plan)

- a. Integrated Master Plan / Delivery Schedule (subfactor)
- b. Essential Processes and Procedures (subfactor)
- c. Essential Skills (subfactor)
- d. Quality (subfactor)

(2) PAST PERFORMANCE

- a. On-Time Delivery (same or similar in quantities required by this contract) (subfactor)
- b. Quality (subfactor)

(3) PRICE(4) SMALL BUSINESS UTILIZATION

- a. Proposed Small Business Utilization (subfactor)
- b. Realism of Past Small Business Utilization (subfactor)

Preparation Instructions:

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

b. General Instructions: The offerors Technical/Management area of the proposals shall be presented orally in separate parts as indicated below. Past Performance and Small Business Utilization information shall be submitted in hard copy. All information pertaining to technical/management, past performance, and small business utilization shall be confined to its appropriate area. The technical/management parts will be identified and presented as required by the requirements of the manufacturing plan criteria. The original transparencies and five (5) copies shall be submitted with the offeror's proposal. Submission of the original charts/slide in a CD format is an acceptable alternative.

TECHNICAL:

PART I - Integrated Master Plan / Delivery Schedule

PART II - Essential Processes and Procedures, and Essential Skills

PART III - Quality

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

d. Guidance for the Preparation of Oral Presentations: The Government does not desire elaborate charts/slides. Content and substance of the presentation is to be stressed. Each offeror must use black and white overhead transparencies (slides) to document the key points of its presentation. The Government will provide one overhead projector or other electronic equipment for the offeror's use during the oral presentation. The offeror may not use or submit any other media or documents, samples, prototypes, etc. The offeror

Name of Offeror or Contractor:

must submit its set of overhead transparencies and five paper copies to the Government in a sealed package with its offer. Offerors shall provide five (5) additional copies of its briefing charts to the PCO at time of the presentation. These copies and any slides must be identical to the presentation copy provided on the closing date of the solicitation. At the scheduled presentation time, the Contracting Officer will review the ground rules of the presentation with each offeror. Immediately before the presentation, the Contracting Officer will give the transparencies or CD to the offeror for its use during the presentation. Each offeror will be required to use only this set of transparencies or CD. No other material or revisions to the briefing charts will be permitted. The overhead transparencies or CD contents must be legible and must conform to the following specifications:

- Size: 8.5 inches x 11 inches
- Color: Black and White
- Graphics: Permitted
- Company Name or Logo required on each chart
- Sequentially numbered
- Maximum of 8 bullets per slide

There is no limit to the number of charts/slides that an offeror may use during its presentation. However, when evaluating the offeror's understanding of the RFP requirements, the Government will consider only the information on the charts/slides shown during the presentation.

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

Oral presentations shall not address past performance, small business utilization, price or fee.

The oral presentations will be scheduled by the PCO, and will take place at Rock Island Arsenal (actual location to be determined) and will begin at 0830 hours on the date assigned. The PCO will notify each offeror of the date and specific location. The order of presentations will be determined by a lottery system. The Government reserves the right to reschedule oral presentations at the sole direction of the PCO. The presentations will be video recorded for reference and further Government review, if needed. No other recording devices will be permitted. Copies of the video recording may be provided upon request either at debriefing or following contract award.

Offerors will be given a maximum of three (3) hours to finish all presentations. Offerors are cautioned that presentations will cease at the end of the three-hour total. The amount of time apportioned to each part of the presentation is at the offeror's discretion, and there will be a fifteen (15) minute break between presentations that will not count toward the three-hour total. Upon completion of all presentations, there will be a two (2) hour break. Following the break, the Government will have up to two (2) hours to ask questions for clarification purposes. All questions will be asked orally by only the PCO during the question and answer period. There will be NO FREE FLOWING DIALOGUE between the offerors and evaluation team members during the oral presentations and the question and answer period.

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

REQUIRED OFFEROR INFORMATION:**1. TECHNICAL / MANAGEMENT (To include Manufacturing Plan)**

The presentation must describe a manufacturing program that will ensure that the 105MM PGU-44/B HE components and end item will meet all requirements as specified in the Technical Data Package and that the Integrated Master Plan clearly demonstrates the contractor's ability to meet the required delivery schedule. The presentation shall specify plans to meet delivery schedule to include identification and scheduling of long lead materials such as brass. Presentation shall include data to verify that other existing or projected programs will not impact the manufacturing facility and deliveries for this program. Data shall include time-phase manufacturing schedule for those other programs, assignments of floor space, machines, or other units of resources to programs and other data used by the contractor to verify that he will meet the required contract schedule requirement. The presentation shall also describe a manufacturing plan which will ensure that the 105MM PGU-44/B HE will be manufactured in accordance with the applicable technical data and must include a complete description of equipment and processes to be utilized to produce the 105MM PGU-44/B HE as well as all purchased components including the cartridge case and primer. Additionally, the presentation shall address the essential skills, knowledge, and availability of the offerors and subcontractors, if applicable, labor force to include management, quality engineering, and production. The presentation shall describe and demonstrate that the offerors quality system meets the requirements of ANSI/ASCQ ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors proposal for its quality system

Name of Offeror or Contractor:

must define its organizational structure, responsibilities, procedures, processes, and resources proposed for implementing quality management. The offerors presentation must also describe in detail its plan for implementation and maintenance of processes as required by the critical characteristics provision.

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

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

2. PAST PERFORMANCE (To include On-Time Delivery and Quality)

For the purpose of submitting proposals, "recent" is defined as occurring within the past three years prior to the solicitation's initial closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. "Relevant" is defined as having previously produced same or similar items. Same or similar items are defined as items that have been produced in the quantities required by this solicitation utilizing the same or similar manufacturing processes, essential skills and unique techniques needed to produce the 105MM PGU-44/B HE. In addition to the above, for the purpose of evaluating the production of same quantities using the same processes, skills and techniques same is defined as including, but not limited to production of the PGU-44/B or 105MM High Frag. Similar is defined as including, but not limited to LAP of 105MM or 155MM rounds. An item defined as same shall also have performed under similar performance parameters and environmental conditions as the 105MM PGU-44/B HE Cartridge. A similar item shall have performed to similar parameters and environmental conditions. This does not necessarily mean that the item was used for aircraft fire. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

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

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

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

3. PRICE

The offerors will submit a firm fixed price in Schedule B of the solicitation. The offerors will submit a price/prices for the evaluated option in Section I of the solicitation.

4. SMALL BUSINESS UTILIZATION

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

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

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

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

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

c) Small Business Utilization

i) The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

| SB TYPE | EST. \$ VALUE | PRODUCT OR SERVICE | COMPANY NAME |
|---------|---------------|--------------------|--------------|
|---------|---------------|--------------------|--------------|

TOTAL SB \$

| LARGE BUSINESS | EST. \$ VALUE | PRODUCT OR SERVICE | COMPANY NAME |
|----------------|---------------|--------------------|--------------|
|----------------|---------------|--------------------|--------------|

EST. TOTAL \$
CONTRACT

EST. TOTAL \$
SUBCONTRACTING

ii) Realism -

*** 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 | 47.305-12 | TRANSPORTATION EVALUATION | JAN/1995 |

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Cartridges for weapons with bursters (NMFC: 064300/UFC: 05930)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Blue Grass Army Depot; Motor; Richmond, VA

(d) Evaluation will include the quantities and sources of government furnished material listed below.

GFM:

- Projectile (C445) NSN: 1315-00-028-4857; 26,575; from McAlester AAP, McAlester OK
- PMU 153/B Fuze NSN: 1390-01-394-9905; 26,575; from Blue Grass AD; Lexington KY
- PA Fiber Container NSN: 8140-01-456-8878; 27,256; from Chicago IL
- Wirebound Box NSN: 8140-01-269-9175; 706; from Unknown
- M67 Propelling Charge NSN: 1315-01-237-9775; 27,111; from Canada

(End of Provision)

(MP6020)

| | | | |
|--|----------------------|--|----------|
| | M-4 52.245-4519 | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY | AUG/1993 |
|--|----------------------|--|----------|

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

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

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

Name of Offeror or Contractor:

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

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

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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

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

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

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

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

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

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

Name of Offeror or Contractor:

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

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

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

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

(End of provision)

(MS7005)

| | | | |
|-----|-------------|---|----------|
| M-5 | 52.247-4502 | TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT- | MAY/1993 |
| | OSC | FURNISHED MATERIAL (WITH DIFFERENTIALS) | |

(End of provision)

(MS7010)

BASIS FOR AWARD

Proposals and presentations will be rated only on their content. Assumptions, preconceived ideas and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

EVALUATION FACTORS / PROCESS:

1. TECHNICAL/MANAGEMENT (Manufacturing Plan)(Factor): The core team members, as a minimum, should consider the following information to determine if the offeror has the technical know how, equipment, and personnel required to manufacture the product in accordance with the critical delivery schedule. All required certifications and standards must be identified. Other (non-required) certifications, abilities, and capabilities, which would enhance the manufacturing plan of the offeror to complete the 105MM PGU-44/B HE Cartridge, may be addressed under a separate section of the written proposal. This evaluation will become an integral part of the overall manufacturing plan evaluation. Scoring will be based on the various areas described below:

a) Integrated Master Plan / Delivery Schedule (Subfactor): The presentation will be evaluated based on evidence of capacity and capability. Equipment, resources, non-GFM components and facilities must guarantee production can be achieved in the necessary quantities and on time to meet the required delivery dates. The government will evaluate the offerors Integrated Master Plan. Evaluation will be made on the offerors plan for:

Overall Program Management
 Subcontractor Management
 Risk Management that describes events to include but not limited to FAT, LAT, Vendor Deliveries,
 Production Schedule and Final Delivery

Data must show that other programs currently in house or scheduled for the future will not affect the production of the 105MM PGU-44/B HE Cartridge.

b) Essential Processes and Procedures (Subfactor): The proposal will be evaluated on the adequacy of existing equipment and facilities. The offeror demonstrates that he has the equipment necessary to manufacture according to the Technical Data Requirements. If shortfalls of manufacturing equipment and/or facilities exist, the remedy will be evaluated. In addition, capability to increase the delivery rate in the solicitation in the event of national emergency will be evaluated. Evaluation will be made on processes and capacity of the following:

- 1) Manufacture of CYU-1/B Cartridge Case
- 2) Manufacture of Primers
- 3) Bullet Pull

Name of Offeror or Contractor:

- 4) Crimp
- 5) Facilities - building, transportation, utilities
- 6) Non-Destructive Testing and X-Ray

c) Essential Skills (Subfactor): The proposal will be evaluated on the capability of personnel to be used to perform the essential processes and procedures required to meet the delivery schedule. Evaluation will be made on the offerors essential skills knowledge in the following areas:

- 1) Crimp
- 2) Tolerance control of Cases and Primers
- 3) Bullet Pull
- 4) Technical Management Skills
- 5) Quality Control Skills

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

d) Quality (Subfactor): Does the offerors quality assurance general plan meet requirements of ISO 9001/900 or an equivalent quality program acceptable to the Government? The offerors quality plan for this effort will be evaluated on the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities.

2. PAST PERFORMANCE (Factor): The core team members, at a minimum, shall utilize the following sub-factors to evaluate the offerors past performance. Scoring will be based on a composite rating of the following sub-factors:

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

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

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

- What is the number of RFWs and RFDs? Are they caused by the contractor's lack of process control?

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

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

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

3. PRICE:

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

b) Option prices will be evaluated in order to determine the overall best value to the Government. In addition, cost for GFE in possession of the contractor or subcontractor will be evaluated based on factors calculated as a result of the provision entitled "Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M.

c) A mathematical analysis may be performed on each offer to identify any significant unbalanced pricing found between pricing of contract line items and options. A proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government in accordance with FAR 15.404-1(g).

4. SMALL BUSINESS UTILIZATION (evaluated on sub-factors- Proposed Small Business Utilization and Past Small Business Utilization):

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

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business (WOSB)
- Veteran-Owned Small Business (VOSB)
- Service Disabled Veteran-Owned Small Business (SDVOSB)

Name of Offeror or Contractor:

- Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- Historically Black Colleges and Universities/Minority Institutions (HBCU/MI)

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

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

1. Complexity of specific products or services that will be provided by those SB's and HBCU/MI's
2. The extent of Small Business participation in terms of value of the total contract.

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

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

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

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

RATING EVALUATION CRITERIA:

1. TECHNICAL/MANAGEMENT (Manufacturing Plan which includes Integrated Master Plan/Delivery Schedule, Essential Processes and Procedures, Essential Skills and Quality) will each be rated as Unacceptable, Adequate and Excellent based on the following:

UNACCEPTABLE: Substantial doubt exists that the offeror will meet the 105MM PGU-44/B HE delivery schedule based on its manufacturing plan and/or on-site visit. Substantial doubt exists that the offeror has the essential processes and procedures to ensure the 105MM PGU-44/B HE will be manufactured in accordance with applicable technical data. Shortfalls in facilities or equipment are not documented and/or a plan to remedy such shortfalls is not acceptable (timely, complete, or reasonable). Substantial doubt exists that the offeror has essential skills, knowledge and trained labor in place to produce the contract quantities. Shortfalls in skills, knowledge or labor exist without a recruitment strategy or plan to remedy such shortfalls. Substantial doubt exists that the integrated master plan will ensure delivery within required timeframes. Substantial discrepancies exist that the quality program does not meet criteria (ISO 9001/9002) or equivalent quality program). The offerors quality plan creates substantial doubt that the offeror will maintain good workmanship and product reliability at the required production rate.

ADEQUATE: Some doubt exists that the offeror can meet the critical PGU-44/B required delivery schedule. The manufacturing plan and/or on-site visits may demonstrate the possibility of meeting the critical delivery schedule, but some areas of the plan are questionable. Some doubt exists that the offeror has the essential processes and procedures to ensure that the 105MM PGU-44/B HE will be manufactured in accordance with the applicable technical data. Shortfalls in facilities or equipment are documented and the plan to remedy such shortfalls is acceptable (timely, complete and reasonable). Some doubt exists that the offeror has essential skills, knowledge and trained labor to produce the contract quantities. The offeror demonstrates a clear understanding of the essential skills requirement. The offeror has an acceptable plan or recruitment strategy to remedy any shortfalls in essential skills, knowledge or labor. The integrated master plan demonstrates some understanding of tasks required to ensure delivery within required timeframes. Some discrepancies exist that the offerors quality plan does not meet the requirements; some findings have been identified which require improvement to meet criteria (ISO 9001/9002 or equivalent quality program). The offerors quality plan creates some doubt that the offeror will maintain good workmanship and product reliability at the required production rate.

EXCELLENT: Virtually no doubt exists that the offeror will meet the critical PGU-44/B delivery schedule. The plan is realistic, achievable and supportable. The manufacturing plan and/or on-site visit demonstrates clearly that any other program in house or scheduled for the future will not adversely impact the 105MM PGU-44/B HE production. Virtually no doubt exists that the offeror has the essential processes and procedures and will manufacture the 105MM PGU-44/B HE in accordance with the applicable technical data. There are no shortfalls in manufacturing facilities or equipment. Virtually no doubt exists that the offeror has the essential skills, knowledge and trained labor to produce the contract quantities. This may be demonstrated by certifications, degrees and past experience of the workforce. The offeror has essential leadership positions on board, including engineering, production management and experienced foremen. the offeror demonstrates a clear understanding of essential skills and hiring requirements necessary to produce at required

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levels. The integrated master plan demonstrates a clear understanding of tasks and virtually ensures delivery within required timeframes. Virtually no discrepancies exist; the offeror has a quality system that fully meets criteria (ISO 9001/9002 or equivalent quality program). Virtually no doubt exists, based on the quality plan, that the offeror will maintain good workmanship and product reliability at the required production rate.

2. FACTORS OF PAST PERFORMANCE (including the sub-factors of On-Time Delivery and Quality) will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the following:

a. On-Time Delivery

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

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

EXCELLENT/LOW PERFORMANCE RISK: Based on past performance, essentially no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history or not meeting required delivery schedule due to its own fault.

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

b. Quality

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

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

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

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

EVALUATION FACTORS RATINGS:

Past Performance is significantly more important than the Manufacturing Plan. The Manufacturing Plan and Price are approximately equal. The Manufacturing Plan and Price individually are significantly more important than Small Business Utilization. Unless otherwise stated, subfactors under each factor are of equal importance.

All evaluation factors other than price are, when combined, significantly more important than price.

*** END OF NARRATIVE M 001 ***