

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA6	<b>Page</b> 1 of 68
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W52P1J-04-R-0174	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 06 AUG 2004	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE	
<b>7. Issued By</b> HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6000  BLDG 350 & 390		<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

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

<b>10. For Information Call:</b>	<b>Name</b> ROBERT WUNDER <b>E-mail address:</b> WUNDERR2@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-5829
----------------------------------	---	---

**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	38
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	14	X	J	List of Attachments	50
X	D	Packaging and Marking	20	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	22	X	K	Representations, Certifications, and Other Statements of Offerors	51
X	F	Deliveries or Performance	31	X	L	Instrs., Conds., and Notices to Offerors	57
X	G	Contract Administration Data		X	M	Evaluation Factors for Award	65
X	H	Special Contract Requirements	34				

**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)**

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

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>

<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b> <input type="checkbox"/>	<b>17. Signature</b>	<b>18. Offer Date</b>

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

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

**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**

Page 2 of 68

PIIN/SIIN W52PLJ-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

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

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

\*\*\*

(End of clause)

(AM7010)

A-3	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](http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

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

(End of clause)

(AS7001)

## EXECUTIVE SUMMARY

1. THIS REQUIREMENT IS FOR THE AT-4 MULTIPURPOSE WEAPON TRAINER, PART NUMBER: 12913958, NSN: 1305-01-307-5536. FIRST ARTICLE WILL BE REQUIRED AND DELIVERY TERMS ARE F.O.B. DESTINATION.

2. THIS SOLICITATION WILL INCLUDE RANGE PRICING AS SET FORTH IN EXHIBIT B AND INSTRUCTIONS IN SECTIONS L AND M.

3. PRICING TEMPLATES (EXHIBIT B) WILL BE REQUIRED IN LIEU OF SECTION B PRICING.

4. THIS SOLICITATION WILL RESULT IN A FIRM FIXED PRICE, FIVE YEAR INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) CONTRACT. PRICING OF EACH ORDER WILL BE BASED UPON RANGES OF PRICES/QUANTITIES SUBMITTED BY THE OFFEROR ON EXHIBIT B. UNIT PRICES WILL BE EFFECTIVE FOR EACH CALENDAR YEAR. HOWEVER, THE FIRST YEAR PRICES WILL BE VALID FROM DATE OF AWARD TO 31 DEC 2004. THE SUBSEQUENT YEARS (2 THRU 5) WILL BE VALID FROM 1 JANUARY TO 31 DECEMBER. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY IN ANY GIVEN YEAR OF THE CONTRACT PERIOD (IF THE REQUIREMENTS FOR ANY GIVEN YEAR ARE ZERO (0), THE GOVERNMENT IS NOT RESPONSIBLE/LIABLE FOR ANY COSTS THAT THE CONTRACTOR MAY INCUR, NOR SHALL THEIR BE ANY BASIS FOR AN EQUITABLE ADJUSTMENT). DELIVERY ORDERS PLACED AGAINST THE CONTRACT WILL REFLECT THE APPLICABLE UNIT PRICES FOR THE CUMULATIVE QUANTITIES AWARDED AT THE TIME THE DELIVERY ORDER IS PLACED. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT CALENDAR YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICE ASSOCIATED WITH THAT YEAR'S TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY.

5. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M, in its entirety. This acquisition will be awarded based on evaluation of the offeror's proposal using the areas, factors and subfactors listed in Section M of this Request for Proposal (RFP). This acquisition will be awarded based on an evaluation of the Manufacturing Plan, Past Performance, Price and Small Business Utilization. Award will be made to the offeror whose proposal is determined to offer the best value to the Government based on the cited criteria; therefore, award may be made to other than the low offeror. Offerors should also take special notice of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instruction to

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-04-R-0174	<b>Page 3 of 68</b> MOD/AMD
---------------------------	--	--------------------------------

**Name of Offeror or Contractor:**

Offerors- Competitive Acquisition". The Government intends to award a contract resulting from this solicitation WITHOUT discussions with offerors (except clarification described in FAR 15.306(a)). INITIAL PROPOSALS shall contain the offeror's BEST TERMS FROM PRICE, DELIVERY AND TECHNICAL STANDPOINT. The Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

6. 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.

7. Offerors are cautioned to ensure that their proposals are complete, including all fill-ins and blanks in the solicitation. This also includes Small Business Subcontracting Plans and written approval from the cognizant Contracting Officer for use of Government Facilities and Equipment. However, please note that prices are not to be filled in on Section B, instead completion of Exhibit B is required.

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

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

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

PRICING CLARIFICATION:

ALL PRICING INFORMATION SHALL BE SUBMITTED ON THE PRICING TEMPLATE WHICH IS PROVIDED UNDER EXHIBIT B TO THIS SOLICITATION. YOU WILL NOTICE THAT THE INDIVIDUAL CLINS INCLUDE LINES FOR UNIT PRICES AND TOTAL AMOUNTS ON THE FOLLOWING PAGES; HOWEVER, DUE TO COMPUTER SYSTEMS RESTRICTIONS, THESE LINES COULD NOT BE DELETED. THOSE PRICING LINES SHOULD BE DISREGARDED - ALL PRICING WILL BE SUBMITTED ON EXHIBIT B.

CLIN 0001AA: IS NOT SEPARATELY PRICED (NSP). COST FOR THIS REQUIREMENT SHOULD BE INCLUDED IN THE UNIT PRICE OF THE ITEM.

CLIN 0001AB: ESTIMATED QUANTITY TO BE PROCURED UNDER THE BASIC CONTRACT AWARD. DISREGARD THE UNIT AND TOTAL PRICE LINES (FOLLOWING PAGES)

CLIN 0001AC: ESTIMATED QUANTITY TO BE PROCURED UNDER THE BASIC CONTRACT AWARD. DISREGARD THE UNIT AND TOTAL PRICE LINES (FOLLOWING PAGES)

CLIN 0002: FIRST ARTICLE TEST REPORT FOR THE BASIC CONTRACT AWARD. THIS ITEM IS SEPARATELY PRICED AND SHALL BE INCLUDED ON EXHIBIT B. DISREGARD THE UNIT AND TOTAL PRICE LINES (FOLLOWING PAGES)

CLIN 0003, 0005, 0007 AND 0009: YEARLY QUANTITIES TO BE PRICED ON EXHIBIT B. DISREGARD THE UNIT AND TOTAL PRICE LINES (FOLLOWING PAGES)

CLIN 0004, 0006, 0008 AND 0010: ADDITIONAL FIRST ARTICLE TEST (FAT). IN THE EVENT THAT THERE IS A SUBSTANTIAL AMOUNT OF TIME BETWEEN YEARLY PRODUCTION RUNS, THE GOVERNMENT MAY REQUIRE AN ADDITIONAL FAT. DISREGARD THE UNIT AND TOTAL PRICE LINES (FOLLOWING PAGES)

\*\*\* END OF NARRATIVE B 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52P1J-04-R-0174 MOD/AMD

Page 5 of 68

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1305-01-307-5536                      NOUN: AT-4 MULTI-PURPOSE WPN TRNER                      FSCM: 19200                      PART NR: 12913958                      SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>FIRST ARTICLE TEST-VERIFICATION ROUNDS</u></p> <p>1</p> <p>THIS CLIN IS FOR 200 ROUNDS TO BE USED FOR VERIFICATION TESTS. SEE CLAUSE E-3.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 3                      DEL REL CD QUANTITY DAYS AFTER AWARD                      001 1 0070</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p> <p>REFER TO CLAUSE E-3 FOR INSTRUCTIONS REGARDING VERIFICATION TESTING</p> <p>(End of narrative F001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>PRODUCTION QUANTITY YEAR 1</u></p> <p>CLIN CONTRACT TYPE:</p>	50000	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0174 MOD/AMD

Page 6 of 68

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p>Firm-Fixed-Price                      NOUN: AT-4 MULTI-PURPOSE WPN TRNER                      PRON: 4I4A0M64M2 PRON AMD: 01                      AMS CD: 41301450003</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W81YWB4138A200</td> <td>W44XMF</td> <td>J</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 colspan="3"></td> </tr> <tr> <td>001</td> <td>50,000</td> <td>0240</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT                      WHOLESALE SUP ACCT                      MCALESTER OK 74501-5000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W81YWB4138A200	W44XMF	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	50,000	0240							<p><u>DISREGARD THE PRICING LINES ABOVE.</u>                      ALL PROPOSED UNIT PRICING WILL BE                      DONE ON THE PRICING MATRIX WHICH                      IS EXHIBIT B OF THE SOLICITATION.</p>
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W81YWB4138A200	W44XMF	J		3																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	50,000	0240																											
0001AC	<p><u>PRODUCTION QUANTITY YEAR 1</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      NOUN: AT-4 MULTI-PURPOSE WPN TRNER                      PRON: 4I4A0014M2 PRON AMD: 01                      AMS CD: 41301450003</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative F001)</p>	1004666	EA	\$ _____	\$ _____																								
					<p><u>DISREGARD THE PRICING LINES ABOVE.</u>                      ALL PROPOSED UNIT PRICING WILL BE                      DONE ON THE PRICING MATRIX WHICH                      IS EXHIBIT B OF THE SOLICITATION.</p>																								

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52PLJ-04-R-0174 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W81YWB3342A751 W22PVK J 2  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 502,333 0180</p> <p>FOB POINT: Destination</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>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      002 W81YWB3342A752 W67G23 J 2  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 502,333 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W67G23) XR WOMM USA OSC DEPOT TOOBLE                      TOOBLE ARMY DEPOT TPF                      TOOBLE UT 84074-5003</p>				
0002	<p><u>FIRST ARTICLE TEST REPORT YEAR 1</u></p> <p>NSN: 1305-01-307-5336                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative F001)</p>	1	LO	\$ _____	\$ _____
<p>DISREGARD THE PRICING LINES ABOVE.                      ALL PROPOSED UNIT PRICING WILL BE                      DONE ON THE PRICING MATRIX WHICH                      IS EXHIBIT B OF THE SOLICITATION.</p>					

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0174 MOD/AMD

Page 8 of 68

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 1 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p> <p>REFER TO CLAUSE E-4 - FIRST ARTICLE                      REGARDING INSTRUCTIONS FOR THE FIRST                      ARTICLE TEST REQUIREMENT</p> <p>(End of narrative F002)</p>				
0003	<p><u>PRODUCTION QUANTITY YEAR 2</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO SCHEDULED DELIVERY DATE FOR ITEM</p>		EA	\$ _____	\$ _____

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0174 MOD/AMD

Page 9 of 68

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>REQUIRED UNDER THIS REQUISITION.</p> <p>FIRST ARTICLE TEST REPORT YEAR 2</p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>            DOC SUPPL            REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS            (Z55555) SEE SECTION E</p>		LO	\$ _____	\$ _____
0005	<p>PRODUCTION YEAR 3</p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p>		EA	\$ _____	\$ _____

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52P1J-04-R-0174 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE            (SHIP TO) WILL BE FURNISHED PRIOR            TO SCHEDULED DELIVERY DATE FOR ITEM            REQUIRED UNDER THIS REQUISITION.</p> <p><u>FIRST ARTICLE TEST YEAR 3</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (Z55555) SEE SECTION E</p>		LO	\$ _____	\$ _____

IS EXHIBIT B OF THE SOLICITATION.

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52P1J-04-R-0174 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>PRODUCTION QUANTITY YEAR 4</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO SCHEDULED DELIVERY DATE FOR ITEM                      REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ _____	\$ _____
0008	<p><u>FIRST ARTICLE TEST YEAR 4</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52PLJ-04-R-0174 MOD/AMD

Page 12 of 68

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Z55555) SEE SECTION E</p> <p><u>PRODUCTION YEAR 5</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative F001)</p>		EA	\$ _____	\$ _____
0010	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO SCHEDULED DELIVERY DATE FOR ITEM                      REQUIRED UNDER THIS REQUISITION.</p> <p><u>FIRST ARTICLE YEAR 5</u></p> <p>SECURITY CLASS: Unclassified</p>		LO	\$ _____	\$ _____

DISREGARD THE PRICING LINES ABOVE.  
 ALL PROPOSED UNIT PRICING WILL BE  
 DONE ON THE PRICING MATRIX WHICH  
 IS EXHIBIT B OF THE SOLICITATION.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52P1J-04-R-0174 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Destination ACCEPTANCE: Destination</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (Z55555) SEE SECTION E</p>				
				<p><u>DISREGARD THE PRICING LINES ABOVE.</u>            ALL PROPOSED UNIT PRICING WILL BE            DONE ON THE PRICING MATRIX WHICH            IS EXHIBIT B OF THE SOLICITATION.</p>	

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 14 of 68**

**PIIN/SIIN W52P1J-04-R-0174**

**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 Technical Data Package Listing - TDPL 12913958:19200 with revisions in effect as of 8 March 2004 (except as follows):

ENGINEERING EXCEPTIONS: The Following Engineering Exceptions Apply To This Procurement Action(s):

1. DRAWING 12913958

ADD: #DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.#

ADD: PART NO. 19-48-4116, #UNITIZATION PROCEDURE FOR BOXED AMMUNITION AND COMPONENTS ON 4-WAY ENTRY PALLETS, BASIC PROCEDURES# (THIS DOCUMENT IS REQUIRED FOR THIS ACQUISITION)

ADD: PART NO. 19-48-4116/10B, #UNITIZATION PROCEDURE FOR BOXED AMMUNITION AND COMPONENTS ON 4-WAY ENTRY PALLETS# # (THIS DOCUMENT IS REQUIRED FOR THIS ACQUISITION)

USE DRAWING 9396206 #PACKING AND MARKING FOR WIREBOUND BOX ASSEMBLY FOR CARTRIDGES, SMALL CALIBER# IN LIEU OF DRAWING 12913959 #PACKING AND MARKING CRTG 9MM PRACTICE TRACER M939 BOX, WIREBOUND#.

2. DRAWING 8794342 USE REVISION AB OF DRAWING 8794342 (SEAL, METALLIC, ASSEMBLY, DETAILS AND INSTRUCTIONS FOR APPLICATION) INSTEAD OF REVISION AC. REVISION AC HAS CHANGED DRAWING 8794342 TO A #SOURCE CONTROL DRAWING#. THE METAL SEAL IS NOT A #SOLE SOURCE ITEM#.

3. A NEW 2-DIMENSIONAL BAR CODING REQUIREMENT IS INCLUDED IN THIS SOLICITATION. GIVEN THE FACT THAT THIS IS A NEW REQUIREMENT, IT IS EXPECTED THAT FURTHER QUESTIONS/ISSUES MAY ARISE. POINTS OF CONTACT FOR FURTHER INFORMATION AND ASSISTANCE IN REGARDS TO THIS PROCESS, HARDWARE REQUIREMENTS, SOFTWARE REQUIREMENTS, AND ALL OTHER GENERAL QUESTIONS IS THE DOD LOGISTICS AUTOMATIC IDENTIFICATION TECHNOLOGY (AIT) OFFICE, FT. BELVOIR, VA, EMAIL: LOIA-LS@HQDA.ARMY.MIL OR FAX (703) 805-4959.

CHANGE

FROM: #D-ALTERNATIVE MATERIAL: -FIBERBOARD TYPE SF, CLASS DOMESTIC, SPEC PPP-F-320.#

TO: #D-ALTERNATIVE MATERIAL: FIBERBOARD, TYPE SF, CLASS DOMESTIC, PER ASTM-D4727.#

CHANGE

FROM: #G-MATERIAL: -TAPE, REMOVAL, COTTON, COLOR OLIVE DRAB, SPEC DDD-T-86.#

TO: #G-MATERIAL: TAPE, REMOVAL, COTTON, TYPE II, CLASS 3, CID A- A-52071.#

4. All Packaging Drawings and Associated Documents without Distribution.

ADD: #DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.#

CHANGE

FROM: #1-SPEC MIL-A-2550 AND UU-P-31 APPLY.#

TO: #1-SPEC MIL-A-2550 APPLIES.#

5. ADD DRAWING 12631028, #PACKING AND MARKING FOR BOX, PAPERBOARD FOR CARTRIDGE, 9MM#

6. ADD DRAWING 9273748, #LABEL, PAPER#

7. ADD DRAWING 9273747, #INK, PRINTERS, BLACK#

8. DRAWING 7553302,

CHANGE NOTE 2

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 15 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

FROM: #2. MATERIAL: SYNTHETIC RUBBER WITH THE FOLLOWING BASIC REQUIREMENTS: GRADE NO. 4, CLASS A, TYPE A, HARDNESS 40 AND TENSILE STRENGTH 7; SUFFIX REQUIREMENTS: A13, B13, C12, F17 IN CONFORMANCE WITH SPEC MIL-R-3065 AND ASTM D2000. SUMMARY LINE CALL-OUT SHALL BE: ASTM D2000 M4AA 407 A13B13C12F17.#

TO: #2. MATERIAL: SYNTHETIC RUBBER WITH THE FOLLOWING BASIC REQUIREMENTS: GRADE NO. 4, CLASS A, TYPE A, HARDNESS 40 AND TENSILE STRENGTH 7; SUFFIX REQUIREMENTS: A13, B13, C12, F17 IN CONFORMANCE WITH ASTM D2000. SUMMARY LINE CALL-OUT SHALL BE: ASTM D2000 M4AA 407 A13B13C12F17.#

ADD "DISTRIBUTION STATEMENT A" TO DRAWING 12913886.

SPECIFICATION USASI-Y14.5 (DISREGARD ON TDPL, IS NO LONGER UTILIZED ON THE FOLLOWING DOCUMENTS: 8648529, 8648532, 8648533, 8648534.

All inspection drawings and documents are distribution statement A.

ON THE TDPL:

ADD "\*" IN THE NOTE COLUMN FOR ALL NASM DOCUMENTS

MS16998 IS CANCELLED AND REPLACED BY NASM1351 "\*\*

MS35289 IS CANCELLED AND REPLACED BY NASM90725 "\*\*

ADD:MM-A-250 (REPLACED BY A-A-59692

Drawing 13230106: Delete "DEFICIENCY" Add:"LAUNCHER, PRACTICE, SUBCALIBER"

CHANGE SPEC; "MIL-B-50578" TO "MIL-B-50378" AND DELETE "DEFICIENCY".

GFM/GFE : DRAWING NO.

N/A

(End of statement of work)

(CS6100)

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

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

(End of statement of work)

(CS6101)

C-3            52.225-4502            STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION            FEB/1992  
LOCAL

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

(End of statement of work)

(CS7103)

C-4            52.246-4506            STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL            FEB/1999  
LOCAL

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

1.0 General Management Plan

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 16 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 17 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

of necessary corrective action.

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

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

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or 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-5 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS  
LOCAL

AUG/2002

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

**AEPS Access Procedures**

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

<http://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:

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 18 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 19 of 68**

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

## Information Updates

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

(End of statement of work)

(CS7200)

C-6 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION  
LOCAL

MAY/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

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

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

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

(End of clause)

(CS7600)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 20 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

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

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

Packaging shall be in accordance with 9396206 revision R, dated 17 July 2002 and 12913960, Rev B, dated 10 Sep 1991.

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

Marking shall be in accordance with 9396206, Rev R, dated 17 July 2002 and 12913960, Rev B, dated 10 Sep 1991.

EXCEPTION: The following shall apply to drawing 9396206, Rev R, dated 17 July 2002:

2D Bar code marking is required in accordance with 12982865, Rev G, dated 1 May 2003.

The following applies for marking:

Note M10: 2000

Note M11: 9MM

Note M12: PRACTICE TRACER M939

Note M13: NA

Note M14: NA

Note M15: NA

Note M16/M19: 1305-01-307-5536-A358

Note M21: CARTRIDGES, SMALL ARMS UN 0339

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

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on 9396206. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Note "L" on drawing 7553347 applies. ECP R3K3015 applies to MIL-B-46506. In addition, foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-04-R-0174                      MOD/AMD	<b>Page 21 of 68</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

Palletization shall be in accordance with 19-48-4116/10B, revision 3, dated FEB 1995, 19-48-4116/5, Rev 16, dated Jun 2002 and 19-48-4116, Rev 8, dated June 2003. Marking shall be in accordance with ACV00561, Rev C, dated 11 July 2003.

Heat treatment requirements for all non-manufacturedwood used in the palletized load applies to this contract.

(End of clause)

(DS6204)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 22 of 68

PIIN/SIIN W52PLJ-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

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

(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 - VERIFICATION TEST (CLIN 0001AA) shall consist of 200 Cartridges, 9mm M939 for Government verification testing of design trajectory and velocity performance requirements per paragraphs 3.3.8 and 3.3.9.1 and 4.3.3.1 of detail item specification MIL-C-70845 Rev A with Amendment 1. Government approval of design trajectory and velocity test results is required prior to contractor performing first article contractor testing per contract clause ES6031 and Table II of the specification; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: US Army TACOM-ARDEC,ATTN: SMCAR-CCL-SD, Picatinny Arsenal, NJ 07806-5000. 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.

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 23 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAY/1994  
LOCAL

a. The first article (CLINS 0002, 0004, 0006, 0008 and 0010) shall consist of:

15,000 each Cartridge, 9mm, M939 for first article contractor testing as required by Table II of detail item specification MIL-C-70845 Revision A with Amendment 1. Contractor is required to perform all inspections and tests identified in Table II including sequential rough handling required by paragraph 4.5.14 of the specification. No less than 45 calendar days prior to conducting first article inspections and tests, the contractor shall submit a first article inspection and test plan to JMC, ATTN: SFSJM-CDR (steven.a.zarley) for approval with info copy to TACOM-ARDEC Picatinny Arsenal ATTN: AMSRD-AAR-AEM-I (vladimir.g.kravchenko@us.army.mil) and AMSRD-AAR-QEM-D (hany.s.malek@us.army.mil). The contractor shall perform first article inspections and tests IAW with the approved plan which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SFSJM-CDR (steven.a.zarley@us.army.mil) with info copy to TACOM-ARDEC Picatinny Arsenal ATTN: AMSRD-AAR-AEM-I (vladimir.g.kravchenko@us.army.mil) and AMSRD-AAR-QEM-D (hany.s.malek@us.army.mil).

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 24 of 68**

**PIIN/SIIN W52P1J-04-R-0174**

**MOD/AMD**

**Name of Offeror or Contractor:**

production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-5            52.245-4538            GOVERNMENT FURNISHED AMMUNITION            MAY/1994  
                  LOCAL

1) Rounds

a. Ammunition has been programmed to support contractual test requirements as follows:

ROUNDS	DESCRIPTION	NSN	DODIC
TBD	Cartridge, 9MM, M939 Training	1305 01 307 5536	A358

Contractors are required to identify the quantity of reference rounds required to support contract production and submit requests for reference cartridges to AMSFS-CCA-M sixty days prior to anticipated need.

b. The request shall be submitted to: AMSFS-CCA-M (MARK.HALDEMAN@US.ARMY.MIL) with a copy furnished to: SFSJM-CDR (Bruce.R.West@us.army.mil).

2) Reference Rounds

a. Quantity - \*\*90 days prior to testing, Contractor is required to identify the quantity of calibration reference rounds required to support first article contractor testing and contract production lot acceptance testing and submit request for needed quantity of reference cartridges to AMSFS-CCA-M (MARK.HALDEMAN@US.ARMY.MIL) with copy forward to SFSJM-CDR (Bruce.R.West@us.army.mil).

b. Description - Cartridge, 9MM, M939 Training (1305-A358)

c. Lot No. - SEL91L102-001 or equivalent

\*\* 200 each (1 shipping container) of standard cartridges will be provided as warmer, spotter rounds. Contractors are required to identify the quantity of calibration reference rounds required to support first article contractor testing and contract production lot acceptance testing and submit requests for reference cartridges to AMSFS-CCA-M (MARK.HALDEMAN@US.ARMY.MIL) ninety days prior to anticipated need.

(End of clause)

(ES6025)

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

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

(a)	Item	National	Cost	Unit of			
	Nomenclature	Stock Number		Quantity	Each	Issue	

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

Page 25 of 68

PHIN/SHN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

Launcher, Practice\*\*

1055-01-027-2684

3

\*\* M287 Sub-Calibur Trainer, NSN: 1005-01-207-2684 required for ballistic testing. Identification of nomenclature is not a statement of availability. Contractors are required to contact AMSFS-CCA-M (MARK.HALDEMAN@US.ARMY.MIL) to request government furnished equipment.

(End of clause)

(ES6115)

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

(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)

E-8 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) LOCAL FEB/2004

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 counteracted 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

**Name of Offeror or Contractor:**

and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

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

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

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 27 of 68

PIIN/SHN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

(End of clause)

(ES6034)

E-9 52.246-4511 QUALITY MANAGEMENT SYSTEM  
LOCAL

AUG/1999

a. The contractor shall have a documented quality management system that prevents the manufacture of nonconforming material as well as ensures continuous process improvement. All functions/operations affecting product quality shall be considered when designing the QMS. The design of the QMS will consistently assure robust product quality and assure technical product/service requirements are met through the implementation of, but not limited to, the following elements:

- (1) initial quality, process, product and failure mode and effects analysis planning
- (2) process controls; statistical techniques and other preventive measures
- (3) configuration management of documents and data
- (4) internal quality audit
- (5) root cause corrective action
- (6) calibration system assuring the accuracy, effectiveness, and repeatability of all inspection, measuring and test equipment

b. If requested, the contractor shall make available to the government the name of a recognized quality management system or provide a written description of the QMS to be employed during the performance of this contract. A QMS that focuses on continuous improvement and total quality commitment is desired and can be demonstrated by attaining certification through the AMC Contractor Performance Certification Program (CP2).

c. Quality records shall be maintained and serve as objective evidence relative to the effectiveness of the contractor's QMS.

(End of clause)

(ES7645)

E-10 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL  
LOCAL

MAY/1994

a. Rework and Repair are defined as follows:

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

(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.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 28 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

(End of clause)

(ES7012)

E-11            52.246.4531            ACCEPTANCE INSPECTION EQUIPMENT            MAY/1994  
                  LOCAL

- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-12            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)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 29 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

(ES7011)

E-13 52.246-4550 CRITICAL CHARACTERISTICS  
LOCAL

FEB/2004

- a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.
- Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
  - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
  - (3) A nonconformance that will result in violation of mandatory safety policies or standards.
- Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors, :
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
  - (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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52PLJ-04-R-0174                      MOD/AMD	<b>Page 30 of 68</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 31 of 68</b>
	PHN/SHN W52P1J-04-R-0174	MOD/AMD

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-9	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

percent increase (NONE)  
percent decrease (NONE)

This increase or decrease shall apply to ALL ITEMS UNDER THIS RFP.

(End of clause)

(FF7021)

F-10	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

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

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

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



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 33 of 68</b>
	PIIN/SHN W52P1J-04-R-0174	MOD/AMD

**Name of Offeror or Contractor:**

(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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 34 of 68</b>
	PIIN/SHN W52P1J-04-R-0174	MOD/AMD

**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	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

\*\*\*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")                      ACT

\*\*\*

(End of Clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
-----	----------	--	----------

\*\*\*

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

Material    Identification NO.

(If none, insert NONE)

\*\*\*

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 35 of 68

PIIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-CCA-M / Haldeman  
Rock Island, IL 61299-6000

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

(HF6011)

H-5            52.242-4506            PROGRESS PAYMENT LIMITATION            MAR/1988  
                  OSC

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

(End of Clause)

(HS6002)

H-6            52.245-4506            GOVERNMENT FURNISHED PROPERTY            OCT/1994  
                  OSC  
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 10 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 10 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 10 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-7            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.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-04-R-0174	<b>Page 36 of 68</b> MOD/AMD
---------------------------	--	---------------------------------

**Name of Offeror or Contractor:**

Send copies to:

1. Purchasing Office

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

2. Production Management

Commander  
U.S. Army Field Support Command  
ATTN: SFSJM-CDC / D. Brown  
Rock Island, IL 61299-6000

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

(End of clause)

(HA6025)

H-8            242-1107(B)            INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS            JUN/1996  
                  LOCAL                REPORTS OF DELAYS IN DELIVERY

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

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	SFSJM-CDR (wil.ensenat@us.army.mil)	1

(End of clause)

(HS6028)

H-9            28.306(B)            REQUIRED INSURANCE            AUG/1995  
\*\*\*

(End of Clause)

(HF7020)

H-10            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA            MAY/2002  
                  DFARS  
\*\*\*

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
PIIN/SHN W52P1J-04-R-0174                      MOD/AMD

**Page 37 of 68**

**Name of Offeror or Contractor:**

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

TOTAL

(End of Clause)

(HA7502)

H-11	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

\*\*\*

(End of clause)

(HA7503)

H-12	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

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

Shipped From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

(End of Clause)

(HS7600)

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

Page 38 of 68

PIIN/SHN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2002
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222.21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-34	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-35	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-40	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-16	PROGRESS PAYMENTS	APR/2003
I-46	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-47	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE III	APR/2003
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-50	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I	APR/1984
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.233-1	DISPUTES	JUL/2002

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page 39 of 68

PIIN/SHN W52P1J-04-R-0174

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-55	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-56	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-59	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-1	PROPERTY RECORDS	APR/1984
I-62	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-63	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-64	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-65	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-66	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-67	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR/2003
I-68	52.248-1	VALUE ENGINEERING	FEB/2000
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-72	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-74	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-75	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-77	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-78	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-79	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-80	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-81	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-82	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-83	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-84	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-85	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-86	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-87	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-88	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-89	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
I-90	252.225-7021 DFARS	TRADE AGREEMENTS	JAN/2004
I-91	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-92	252.225-7043 DFARS	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES	JUN/1998
I-93	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-94	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-95	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page 40 of 68

PHN/SHN W52P1J-04-R-0174

MOD/AMD

## Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-96	DFARS 252.229-7003	TAX EXEMPTIONS (ITALY)	JAN/2002
I-97	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-98	DFARS 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-99	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-100	DFARS 252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-101	DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-102	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-103	DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-104	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-105	DFARS 252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-106	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-107	DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
I-108	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

\*\*\*

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_\_ Offeror elects to waive the evaluation preference.

\*\*\*

(End of clause)

(IF8005)

I-109	52.248-1	VALUE ENGINEERING	FEB/2000
-------	----------	-------------------	----------

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

**CONTINUATION SHEET****Reference No. of Document Being Continued**  
PHN/SHN W52P1J-04-R-0174

Page 41 of 68

MOD/AMD

**Name of Offeror or Contractor:**

I-110 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued up to five (5) years from date of award. The only activity authorized to execute orders against this contract is the U.S. Army Field Support Command, Rock Island, IL.

\*\*\*

(End of Clause)

(IF6088)

I-111 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500,000 units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 10,000,000 units per year;

(2) Any order for a combination of items in excess of 10,000,000 units per year; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-112 52.216-22 INDEFINITE QUANTITY OCT/1995

\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2009.

(End of clause)

(IF6097)

I-113 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

\*\*\*

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 42 of 68

PIIN/SHN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

MATERIAL

(If none, insert "None")

IDENTIFICATION NO.

\*\*\*

(End of Clause)

(IF6350)

I-114

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. 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 Administrative Contracting Officer in writing promptly, within \_\_\_\_\_ (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-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(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-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

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

Page 43 of 68

PHN/SHN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-115 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.

\*\*\*

(End of clause)

(IF6070)

I-116 252.223-7007 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
CARTRIDGE, 9MM, AT4 Multi-Purpose Weapon Trainer	1305-01-307-5536	IV
LAUNCHER, PRACTICE, SUB-CALIBER	1005-01-207-2684	IV

(End of clause)

(IA6200)

I-117 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

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

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_, Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 44 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

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

\*\* (See Schedule B)

(End of Clause)

(IF7018)

I-118            52.209-3            FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I            JAN/1997

\*\*\*

(End of clause)

(IF7019)

I-119            52.245-9            USE AND CHARGES (DEVIATION)            APR/1984

(a) Definitions. As used in this clause--

"Acquisition cost" means the acquisition cost recorded in the contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

"Government property" means property owned or leased by the Government.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

"Rental period" means the calendar period during which government property is made available for commercial purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only a noninterference basis.

(c) Rental Charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause,, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W52P1J-04-R-0174	<b>Page 45 of 68</b> MOD/AMD
---------------------------	--	---------------------------------

**Name of Offeror or Contractor:**

reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time portions of hours rounded to the next higher hour--

$$\text{Rental charge} = (\text{Rental Time in hours}) \cdot (.02 \text{ per month}) \cdot (\text{Acquisition Cost}) / 720 \text{ hours per month}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver of relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-120      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-121      29.303(C)      CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)      MAY/1992  
\*\*\*

(End of clause)

(IF7002)

I-122      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

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

Page 46 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

<http://www.dcmamail.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)

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-123      252.225-7001      BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  
DFARS

APR/2003

(a) Definitions. As used in this clause-

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

(2) Domestic end product means

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

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic.

A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 47 of 68**

PIIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

(7) Qualifying country end product means

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

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

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

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

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

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

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

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

(End of clause)

(IA7732)

I-124 252.229-7001 TAX RELIEF  
DFARS

JUN/1997

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

NAME OF TAX: \_\_\_\_\_ (Offeror insert) RATE (PERCENTAGE): \_\_\_\_\_ (Offeror insert)

\*\*\*

(End of clause)

(IA7006)

I-125 252.229-7001 TAX RELIEF (JUN 97) ALTERNATE I (JUN 97)  
DFARS

JUN/1997

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
PIIN/SHN W52P1J-04-R-0174                      MOD/AMD

**Page 48 of 68**

**Name of Offeror or Contractor:**

excluded from the contract price:

NAME OF TAX: \_\_\_\_\_ (Offeror insert)                      RATE (PERCENTAGE): \_\_\_\_\_ (Offeror insert)

\*\*\*

(End of clause)

(IA7007)

I-126                      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-127                      252.244-7000                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD                      MAR/2000  
DFARS                      CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-128                      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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 49 of 68**

PHN/SIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-129

52.247-4544  
OSC

TRANSPORTATION CONTAINERIZATION

JAN/1991

\*\*\*

(End of clause)

(IS7011)

**CONTINUATION SHEET****Reference No. of Document Being Continued**  
PIIN/SHN W52P1J-04-R-0174**Page 50 of 68****MOD/AMD****Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL - CONTRACT DATA REQUIREMENTS LIST	28-APR-04	006	
Exhibit B	PRICE EVALUATION WORKSHEET WITH NARRATIVE		006	
Attachment 001	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 003	ADDRESS LIST		001	
Attachment 004	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 005	DOCUMENT SUMMARY LIST		003	
Attachment 006	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 007	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 008	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 009	HAZARDOUS MATERIAL WARNING SHEET		001	
Attachment 010	GOVERNMENT OWNED PROPERTY		001	
Attachment 011	SECURITY STATEMENT OF WORK		004	

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
 PIIN/SHN W52P1J-04-R-0174      **MOD/AMD**

**Page 51 of 68**

**Name of Offeror or Contractor:**

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

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

(KF6022)

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

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

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

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of 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 \_\_\_\_\_ are not \_\_\_\_\_ 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 \_\_\_\_\_ has not \_\_\_\_\_, 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.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 52 of 68**

PIIN/SHN W52P1J-04-R-0174

**MOD/AMD****Name of Offeror or Contractor:**

(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-6 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

(End of provision)

(KF6035)

K-7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

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

(2) The small business size standard is 1,500 employees.

(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

**CONTINUATION SHEET****Reference No. of Document Being Continued**  
PIIN/SHIN W52P1J-04-R-0174**Page 53 of 68****MOD/AMD****Name of Offeror or Contractor:**

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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(d) Notice.

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

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

(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-8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
The offeror represents that -

FEB/1999

(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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
PIIN/SHIN W52P1J-04-R-0174

**Page 54 of 68**

**MOD/AMD**

**Name of Offeror or Contractor:**

(KF6019)

K-9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE  
The offeror represents that (a) it

APR/1984

- ( ) 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)

K-10 52.225-2 BUY AMERICAN ACT CERTIFICATE  
(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

JUN/2003

(b) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF6031)

K-11 52.225-6 TRADE AGREEMENT CERTIFICATE  
(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

JAN/2004

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

**CONTINUATION SHEET**Reference No. of Document Being Continued  
PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

Page 55 of 68

**Name of Offeror or Contractor:**

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

(KF6055)

K-12 252.225-7020 TRADE AGREEMENTS CERTIFICATE

JAN/2004

(a) Definitions. Caribbean Basin country end product, designated country end product, Free Trade Agreement country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

(KA6507)

K-13 252-247.7022 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.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PHIN/SIIN</b> W52P1J-04-R-0174 <b>MOD/AMD</b>	<b>Page 56 of 68</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(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)



**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 58 of 68

PIIN/SIIN W52F1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

(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-16            52.211-4501            SINGLE PROCESSING INITIATIVES SAVINGS PROVISION            AUG/1999  
OSC

\*\*\*

(LS6040)

L-17            52.215-20            REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST            OCT/1997  
OR PRICING DATA

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-18            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 59 of 68

PHIN/SHIN W52F1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

(End of provision)

(LF7015)

L-19 47.304-1(B) F.O.B. POINT (RFPS)

SEP/1995

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

(End of Provision)

(LF7007)

L-20 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002  
OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-21 15.403-5(A) COST DATA BREAKDOWN

OCT/1997

\*\*\*

(End of Provision)

(LF7012)

L-22 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 60 of 68

PIIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**L-23 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:

(End of provision)

(LS7100)

L-24 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-25 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.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 61 of 68

PHIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

(End of clause)

(LS7010)

L-26 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)

**INSPECTION, CONDITIONS, AND NOTICES TO OFFERORS**

AT4 MULTI-PURPOSE WEAPON TRAINER; NSN: 1305-01-307-5536 / A358

**SECTION L -- I. Instructions and Conditions, for submission of Proposals****A. The proposal shall consist of the following:**

(1) One executed signed copy of the solicitation and all amendments, which shall include offerors' proposed price.

(2) Separate Volumes, as follows:

- (a) Volume I Manufacturing Plan (5 copies)
- (b) Volume II Past Performance (3 copies)
- (c) Volume III Small Business Utilization (2 copies).

B. All copies of the executed signed copy of the Solicitation and all amendments, the Manufacturing Plan, Past Performance and Small Business Utilization Volumes, will be forwarded to the following address:

U.S. Army Field Support Command

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 62 of 68

PIIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

Ammunition Contracting Team  
ATTN: AMSFS-CCA-M / ROBERT WUNDER  
BLDG 350 6TH FLOOR  
Rock Island, IL 61299-6000

**II. Preparation for the Manufacturing Plan, Past Performance and Small Business Utilization:**

A. The offeror's Manufacturing Plan Volume, Past Performance Volume, and Small Business Utilization Volume will be submitted as completely separate volumes and separate from the executed solicitation. Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the applicable volume could result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.

B. Each volume shall be consistent with the complete submission. Offerors are cautioned that incorporated by reference is not allowed. Page size shall not exceed 8 1/2 by 11 inches. Foldout sheets may be used.

C. Each offeror shall prepare its proposal following the format specified in this section.

**III. Specific Instruction by Volume/Items to be submitted:**

The offeror must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's Manufacturing Plan, Past Performance, Price and Small Business Utilization Volumes. In order for the offeror's proposal to be acceptable, it must reflect a complete understanding of the Request for Proposal (RFP) and demonstrate the technical capability to perform the overall effort in accordance with the critical quality requirements. An index shall be included in each volume with narrative title cross-referenced to the applicable paragraphs of each section. Discussion text shall be identified by the same title used in the index.

The offeror shall submit the Manufacturing Plan, Past Performance, Price and Small Business Utilization Volumes addressing the factors listed below:

A. The Manufacturing Plan (Factor) consists of Quality Management System and Essential Processes, Procedures and Skills:

**1. Quality Management System (Sub-Factor):**

Evidence of a system equivalent to ANSI/ASOC Q9001 or Q9002. The offeror's description of the quality manufacturing system must define its organizational structure, responsibilities, procedures, processes and resources proposed for instilling quality into the product, as well as, demonstrate its ability to identify adverse trends, reliably detect and retrieve non-conforming product, reduce variation and prevent the production of non-conforming materials. In addition, the offeror is required to submit its Level I Quality Manual along with documentation demonstrating ability for implementing an acceptable Statistical Process Control Plan (SPC) with its proposal. The proposal shall clearly document the applicability of the various areas to the production of the AT4 9mm Training Round.

**2. Essential Processes, Procedures and Skills (Sub-factor):**

Evidence of a structured Manufacturing Process Control System designed to prevent non-conformances and reduce variation in processes affecting performance, reliability, safety, or other key product characteristics. This sub-factor may also include a summary of on-going process improvement activities and plans to remedy shortfalls in processes or equipment. Offerors will provide information on personnel within the Quality and Manufacturing departments having adequate background in areas such as quality engineering, automated inspection equipment, fault-proofing and process controls as applicable. Data shall include specific skills required for the complete production process and the recruitment plan to fill any vacant positions. The proposal shall clearly document the applicability of the various areas to the production of the AT4 9MM Training round.

B. Past Performance (Factor) consists of On-Time Delivery and Quality:

For the purpose of submitting proposals, "recent" is defined as occurring within the past three years before the solicitation's closing date. "Relevant" is defined as having previously produced same or similar items. Offerors shall provide a brief narrative explanation of how/why they believe their past performance is relevant; however, the Government reserves the right to determine whether an item is the same or similar. A description of Government and private contracts received or performed during the past three (3) years (including performance that occurs within the 3 year period regardless of when the initial delivery was scheduled) prior to the initial closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local Governments. Other sources, available to the Government other than those listed in the offerors proposal may be used to gather and evaluate sub-factors. Sources, such as, but not limited to, data gathered via the PPIMS or CPARS systems, contracting and pre-award offices at other supporting commands, past customers and previous/contracting officials will be used to gather information. For purposes of past performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant past performance, or subcontractors that will perform major or critical aspects of the requirement. The offeror must provide the following information regarding Past

**CONTINUATION SHEET****Reference No. of Document Being Continued**  
PIIN/SIIN W52P1J-04-R-0174

Page 63 of 68

MOD/AMD

**Name of Offeror or Contractor:**

## Performance:

- (1) Name of contracting activity/commercial firm
- (2) Contract Number
- (3) Contract type (Fixed Price or Cost Reimbursable)
- (4) Total Contract Value
- (5) Description of Work/NSN, part number, Nomenclature
- (6) Contracting Officer/Contract Manager and Telephone Number
- (7) Administrative contracting officer
- (8) The offeror shall provide information on problems encountered on contracts requested in subparagraphs (a) and (b) below.

## a. On-Time Delivery (Sub-Factor):

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offerors must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be-made during the period of recent past performance. Include all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, the offeror shall provide a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The actual delivery schedule will be compared to actual deliveries to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, whether a revised delivery was incorporated and offerors corrections. If there was an early delivery, the offeror shall state whether the purchasing officer or Contracting Officer requested it or not.

## b. Quality (Sub-Factor):

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 offeror must provide information as follows:

- (1) Data explaining corrective actions it has taken to improve its process and/or to solve quality problems.
- (2) Information (the number and severity) about Requests for Waivers (RFWs).
- (3) Information about Quality Deficiency reports (QDRs).
- (4) Records of First Article Test submissions on this or similar items.
- (5) Historical percentage of production lots accepted at initial submission to the customer.
- (6) Record of quality related issues and/or other product quality or quality programs related problems.
- (7) Number of government issues Corrective Actions Requests (CARs) and adequacy of corrective and preventative actions taken in response to CARs.
- (8) Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives.
- (9) Summary of customer satisfaction data to include number and severity of related complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

C. Price (Factor): The offeror will submit prices in accordance with Section B and Exhibit B of the executed solicitation. Offerors shall also provide information in Section M for Government Owned Production and Research Property (if applicable). Offerors are not required to submit Cost and Pricing Data information unless required by the Contracting Officer.

## D. Small Business Utilization (Factor):

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

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

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MI's).

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 64 of 68

PHIN/SHIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

evaluating small business utilization.

## 3. Small Business Utilization

(a) The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MI's, 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 \$

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

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

(ii) The documentation shall include their actual performance in utilizing SB and HBCU/MI contractors, such as the most recent SF 294 for each relevant contract.

(iii) If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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

Page 65 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**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	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

Manufacturing Plan, Past Performance, Price and Small Business Utilization.

(End of Provision)

(MF6012)

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 66 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

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

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

(End of provision)

(MS7005)

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

Page 67 of 68

PIIN/SIIN W52P1J-04-R-0174

MOD/AMD

**Name of Offeror or Contractor:**

A. A Full and Open, Best Value, Competitive, Firm Fixed Price, Indefinite-delivery/Indefinite-quantity contract is contemplated for a single award. The Manufacturing Plan is more important than either Past Performance or Price. Past Performance is slightly more important than Price. Small Business Utilization is the least important factor and is significantly less important than either Past Performance or Price individually. In accordance with FAR 15.304(e), offerors are advised that all evaluation factors other than Price, when combined, are significantly more important than Price. The Sub-factors under each factor are of equal importance.

**B. Evaluation Factors and Sub-factors:**

- (1) Manufacturing Plan (Factor)
  - a. Quality Management System (Sub-factor)
  - b. Essential Processes, Procedures and Skills (Sub-factor)
- (2) Past Performance (Factor)
  - a. On-Time Delivery (Sub-factor)
  - b. Quality (Sub-factor)
- (3) Price (Factor)
- (4) Small Business Utilization (Factor)

C. Award will be made to the offeror whose Manufacturing Plan, Past Performance, Price and Small Business Utilization provides the best value to the Government. Therefore, the Government reserves the right to not award to the highest technically rated, or the lowest cost offerors, but will conduct a trade-off and award to the offeror whose proposal represents the best value to the Government. The government reserves the right to determine whether an item is the same or similar.

D. For purposes of this solicitation, offeror is defined as the prime contractor.

E. An offeror must quote on all items in this solicitation to be eligible for award.

F. Each proposal will be evaluated according to the solicitation criteria. The evaluators will make qualitative assessment by assigning an adjectival rating for each non-price factor as follows:

- (1) Manufacturing Plan: Poor, Good, or Excellent
- (2) Past Performance: Poor, Good, Excellent, or Neutral
- (3) Small Business Utilization: Marginal, Adequate, Good, or Excellent

Any areas of the proposal requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions.

G. The Evaluation criteria is divided into four areas - Price, Manufacturing Plan, Past Performance and Small Business Utilization as follows:

(1) Proposals will be rated solely on their content, except for the Past Performance factor. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal will not be considered or used as a basis for scoring. The past performance evaluator may use data other than that provided with the offeror's proposal (e.g. PPIMS, CPARS, other supporting Commands, past customers and previous Contracting Officials or any other source).

(2) Manufacturing Plan: The evaluation of the Manufacturing Plan will be based on an assessment of the subfactors (Quality Management System, and Essential Processes, Procedures and Skills). All required certifications and standards must be identified.

(3) Price: Price will not receive an adjectival rating but will be evaluated in accordance with Exhibit B of the solicitation, and information provided in Section M for Government Owned Production and Research Property, if applicable.

(4) Past Performance: The evaluation of past performance will be based on an assessment of the On-Time Delivery and Quality subfactors.

(5) The Government will evaluate all offerors (small, large and foreign) proposed small business utilization of 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 Historically Black Colleges, Universities and Minority Institutions (HBCU/MI's). For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 68 of 68</b>
	PIIN/SIIN W52P1J-04-R-0174	MOD/AMD

**Name of Offeror or Contractor:**

business utilization.

The Government will evaluate the extent to which an offeror identifies and commits to utilization of SB and HBCU/MI in the performance of the proposed contract. Such utilization may be as the contractor, a subcontractor or as a member of a joint venture or teaming arrangement. These elements are:

- (a) Complexity of specific products or services that will be provided by those SB(s) and HBCU/MI.
- (b) Estimated dollar amount of each of the SB categories and HBCU/MI.
- (c) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:
  - (i) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SB's and HBCU/MI's are reminded to include their own performance on their contracts.
  - (ii) For large business offerors, their performance as prescribed 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.
- H. Only factors identified in Section M of the RFP will be evaluated.

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