

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 62
2. Contract No.	3. Solicitation No. W52P1J-04-R-0110	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-LB ROCK ISLAND, IL 61299-6000 BLDG 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until _____ (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.

10. For Information Call:	Name JIM PRATHER E-mail address: PRATHERJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3784
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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The Government intends to award two-three firm fixed price systems contracts for Fiscal Years (FY) 05 through 09 for the family of 40MM ammunition. The acquisition will be solicited as a one hundred percent small business set-aside with one base year, plus four option years. The North American Industry Classification System code for this acquisition is 332993. The associated size standard is 1,500 employees. Due to the complexity of this acquisition and the wide range of capabilities required of offerors, the Government realizes Joint Ventures (JVs) or Other Teaming Arrangements (OTAs) will, in all likelihood, be formed. Offerors' will be evaluated on Program Management, Technical Expertise, Past Performance and Price. Final awards of the 40mm systems contracts will be based on the best overall value to the Government.

Due to the size of the contracts, in accordance with Title 13 of the Code of Federal Regulations (CFR) 121.103(h)(3), a JV or OTA of two or more business concerns may submit an offer as a small business without regard to affiliation so long as each concern is small under the 1,500 employee size standard. Additionally, a concern may only participate on one teaming arrangement, be it JV or OTA; however, the concern may be a subcontractor to an unlimited number of JVs or OTAs. Also, the Government will assess the skills, expertise, past performance, and other factors of all team members in determining the best overall value to the government. In addition, the Government will assess the skills, expertise, past performance, and other factors of subcontractors.

In order for the Government to review the offerors' JV or OTA, offerors shall submit the following information with their proposal:

- (a) Documentation clearly explaining the JV or OTA and responsibilities of each party to the agreement. In addition, the documentation should clearly explain the formation of the JV or OTA, procedures for acceptance of product and payment and procedures for replacement of a team member. As the award is predicated upon the composition of the JV or OTA, changing team composition after contract award will require prior Contracting Officer approval.
- (b) If an OTA, the team lead company and point of contact shall be identified and responsibilities explained in detail.
- (c) Signed copies of all JV agreements, OTA, and any other agreements, either formal or informal, identifying the roles and responsibilities of each business concern on the JV or OTA.
- (d) Company names, point of contact, business size, number of employees (including all affiliates) and description of work to be performed by members of the JV or OTA.
- (e) If other than a small business concern is part of the JV, a copy of the Small Business Administration (SBA) approved SBA Mentor-Protg Agreement.

Potential offerors should be aware of the SBA's regulations regarding affiliations to determine business size. Affiliation regulations are especially important when JVs or OTAs are likely. The following information on affiliations is provided for your clarification:

GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF JVs or OTAs ON SMALL BUSINESS STATUS

- (a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the SBA's size eligibility standards found at 13 CFR Part 121. In particular, offerors proposing a JV, subcontracting, or OTA should review 13 CFR 121.103, "How does SBA determine affiliation?", prior to submitting a proposal.
- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the Contracting Officer. Generally, SBA determines the size status of a concern (including affiliates) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s), or subcontractor(s), may result in the offeror being found to be other than a small business and therefore ineligible for contract award.
- (c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its ostensible subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract. Ostensible subcontracting with a large business on a set-aside acquisition, whether the offeror is an individual small business, a JV, or an OTA, causes the prime contractor to be other than a small business and ineligible for award as per 13 CFR 121.103(h)(4).
- (d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation

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Name of Offeror or Contractor:

- b. The basic contract will include the FY05 requirements, with four (4) option periods to include FY06, FY07, FY08, and FY09.
- c. The contract will include Performance Based Payments, or contractor financing only.
- d. The contract will include Economic Price Adjustment provisions (for steel). (Section H)
- e. Mandatory Value Engineering (VECP) is included in this solicitation/contract. See Sections B, C, and H for description, Performance Work Statement (PWS), and FAR site.
- f. Government Furnished Material (GFM) is included. The M385 Projectile Assembly (P/N 8866714) and the M918 Projectile Assembly (P/N 9399374) will be provided to the successful offeror(s).

g. Directed sources for Load, Assemble, and Pack (LAP), Detonators, and Propellant and Explosives are described as follows:

- 1. LAP, Milan Army Ammunition Plant, Milan, TN,
- 2. Detonators, Lone Star Army Ammunition Plan, Texarkana, TX,
- 3. Propellant and Explosive, Radford Army Ammunition Plant, Radford, VA.

h. The following Best Value Criteria will be used to evaluate the proposals:

- 1. Management
- 2. Technical
- 3. Past Performance
- 4. Price/Cost

(NOTE: For evaluation purposes Management is slightly more important than Technical which together are twice as important than as Past Performance which is slightly more important than Price.

- i. The offeror shall fabricate and deliver 40MM Family items using the mandatory documents listed in the Statement of Work (Sec C).
- j. Transportation shall be F.O.B. Origin unless otherwise specifically stated in Section B of the solicitation/contract.
- k. First Article Test is required for ALL 40MM Family items.

2. See "Section B" for all information regarding Items, Quantities, Delivery Terms. Please insert your unit prices on the appropriate CLIN price lines.

3. The offeror must address ALL items in their proposal, and propose prices for ALL items. Award(s) will be ALL or NONE. The exception is ONLY ONE award will be made for the M385 Cartridge.

4. Disclosure of Unit Prices - 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 NARRATIVE A 001 ***

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Name of Offeror or Contractor:

	<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. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

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

(End of clause)

(AS7001)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>100% M385A1 CART ASS'Y (FY05)</u></p> <p>NSN: 1310-01-316-9973 FSCM: 19200 PART NR: 12934554 SECURITY CLASS: Unclassified</p>	362795	EA	\$ _____	\$ _____
0001AA	<p><u>FIRST ARTICLE TEST REPORT (M385A1)</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>				
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 40MM PRAC M385A1 PRON: 4A5A0034M2 PRON AMD: 04 AMS CD: 1809</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001AC	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PJ32044050 Y00000 M 3</p> <p>DEL REL CD QUANTITY DEL DATE 001 102,833 30-SEP-2006</p> <p>FOB POINT: Origin</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>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 40MM PRACTICE M385A1 PRON: R15A0R434A PRON AMD: 03</p> <p>Range Quantities</p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>100</td> <td>10000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52PJ32044054</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> <p>DEL REL CD QUANTITY DEL DATE</p> <table border="1"> <tbody> <tr> <td>001</td> <td>63,848</td> <td>30-SEP-2006</td> </tr> <tr> <td>002</td> <td>84,568</td> <td>30-OCT-2006</td> </tr> </tbody> </table> <p>FOB POINT: Origin</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>	FROM	TO	UNIT PRICE	100	10000	\$	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PJ32044054	Y00000	M		3	001	63,848	30-SEP-2006	002	84,568	30-OCT-2006				
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002	84,568	30-OCT-2006																											
0001AD	<p><u>PRODUCTION QTY</u></p> <p>NOUN: CTG 40MM PRAC M385A1 PRON: U15A0U234A PRON AMD: 04</p>																												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																									
0002AB	<p><u>PRODUCTION QTY</u></p> <p>NOUN: CTG 40MM HEDP M430A1 F/MK19 PRON: 4A5A0033M2 PRON AMD: 03</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="4">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52PlJ32204000</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>239,931</td> <td>30-APR-2006</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Origin</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>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PlJ32204000	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	239,931	30-APR-2006																			
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0002AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 40MM HEDP M430A1 PRON: T15A0T174A PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="4">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52PlJ32234001</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>200,000</td> <td>30-JUN-2006</td> <td colspan="3"></td> </tr> <tr> <td>002</td> <td>200,000</td> <td>31-JUL-2006</td> <td colspan="3"></td> </tr> <tr> <td>003</td> <td>65,912</td> <td>31-AUG-2006</td> <td colspan="3"></td> </tr> </table>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PlJ32234001	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	200,000	30-JUN-2006				002	200,000	31-JUL-2006				003	65,912	31-AUG-2006							
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0003AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> <td></td> <td></td> </tr> </table>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0180						
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0003AB	<p><u>PRODUCTION QTY</u></p> <p>NOUN: CTG 40MM HEDP M433 PRON: T15A0T184A PRON AMD: 04</p>																													

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p><u>PRODUCTION QTY W/FAT</u></p> <p>NOUN: CTG 40MM WHITE STAR PARA M583 PRON: R15A0R824A PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ32174011 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10,000 30-JUN-2006 002 10,000 30-JUL-2006 003 10,000 31-AUG-2006 004 10,000 30-SEP-2006</p> <p>FOB POINT: Origin</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>				
0004AC	<p><u>PRODUCTION QTY W/FAT</u></p> <p>NOUN: CTG 40MM WS PARA M583 PRON: T15A0T164A PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u></p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<p><u>PRODUCTION QTY W/FAT</u></p> <p>NOUN: CTG 40MM PRAC M781 PRON: T15A0T154A PRON AMD: 01</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ32174002 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 50,000 28-FEB-2006 002 50,000 31-MAR-2006 003 50,000 30-APR-2006 004 50,000 31-MAY-2006 005 50,000 30-JUN-2006 006 50,000 31-JUL-2006 007 50,000 31-AUG-2006 008 50,000 30-SEP-2006 009 50,000 31-OCT-2006 010 50,000 30-NOV-2006 011 51,269 31-DEC-2006</p> <p>FOB POINT: Origin</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>				
0006	<p><u>30% M433 CART ASS'Y (FY05)</u></p> <p>NSN: 1310-01-317-5948 NOUN: M433 CARTRIDGE ASS'Y FSCM: 19200 PART NR: 12934553</p>	4172709	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PlJ-04-R-0110 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	005 400,000 30-SEP-2006																						
	006 400,000 31-OCT-2006																						
	007 400,000 30-NOV-2006																						
	008 400,000 31-DEC-2006																						
	009 400,000 30-JAN-2007																						
	010 400,000 28-FEB-2007																						
	011 172,709 31-MAR-2007																						
	FOB POINT: Origin 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.																						
0006AC	<u>PRODUCTION QTY W/FAT</u> NOUN: CTG 40MM TP M918 LKD PRON: R15A0R844A PRON AMD: 02 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52PlJ32234024</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>80,000</td> <td>31-MAY-2006</td> </tr> </tbody> </table>					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PlJ32234024	Y00000	M		3	DEL REL CD	QUANTITY	DEL DATE	001	80,000	31-MAY-2006
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001	W52PlJ32234024	Y00000	M		3																		
DEL REL CD	QUANTITY	DEL DATE																					
001	80,000	31-MAY-2006																					
	FOB POINT: Origin 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.																						
0006AD	<u>PRODUCTION QTY W/FAT</u> NOUN: CTG 40MM TP M918 LKD																						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-04-R-0110 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRON: U15A0U244A PRON AMD: 02 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ32234022 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 10,093 31-MAY-2006 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0007	<u>25% M433 CART ASS'Y (FY05)</u> NOUN: M433 CARTRIDGE ASS'Y SECURITY CLASS: Unclassified	33576	EA	\$ _____	\$ _____
0007AA	<u>FIRST ARTICLE TEST REPORT (M433)</u> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0180 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Z55555) SEE SECTION E				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0110 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0008	<p>45% M583 CART ASS'Y (FY05)</p> <p>NOUN: M582 CARTRIDGE ASS'Y SECURITY CLASS: Unclassified</p>	60420	EA	\$ _____	\$ _____																														
0008AA	<p>FIRST ARTICLE TEST REPORT (M583)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td colspan="2">DAYS AFTER AWARD</td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td colspan="2">0180</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD				001	1	0180							
DOC	SUPPL																																		
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001					3																														
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																	
001	1	0180																																	
0009	<p>30% M583 CART ASS'Y (FY05)</p> <p>NOUN: M583 CARTRIDGE ASS'Y SECURITY CLASS: Unclassified</p>	40280	EA	\$ _____	\$ _____																														
0009AA	<p>FIRST ARTICLE TEST REPORT (M583)</p>																																		

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52P1J-04-R-0110 **MOD/AMD**

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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>

Regulatory Cite	Title	Date
C-1 52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

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

(End of statement of work)

(CS7103)

C-2 52.246-4506 LOCAL	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
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The General SPC Plan is to be approved prior to FAT. The Detailed SPC Plan is to be approved prior to the start of production. Sample ADC is to be submitted for review and approval in accordance with MIL-STD-1168B.

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

1.0 General Management Plan

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

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

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

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

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

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

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

1.7 Process Stability and Capability:

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0110	Page 22 of 62 MOD/AMD
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Name of Offeror or Contractor:

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

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

1.8 Control Chart Policy:

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

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

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

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

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

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

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

(3) Production and inspection machinery used. Includ 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 oupt; 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)

Name of Offeror or Contractor:

C-3 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:

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:

Name of Offeror or Contractor:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>
 "Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

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

Ammunition Data Card Input

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

Email Notification

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

Information Updates

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

(End of statement of work)

(CS7200)

C-4 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)

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(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1		*** THIS REFERENCE (DA6001) IS NO LONGER VALID ***	
D-2	52.211-4507 LOCAL	PACKAGING REQUIREMENTS	OCT/1998

a. The preservation shall be in accordance with the codes of MIL-STD-2073-1, Standard Practice for Military Packaging, revision -1- dated -2-. the unit pack quantity shall be -3. Packing Level -4- is required.

MIL-STD-2073-1 TABLE

J.I	J.II	J.III	J.IV	J.V	J.VI	J.VII	J.VII	J.IX	J.X
-5-	-6-	-7-	-8-	-9-	-10-	-11-	-12-	-13-	-14-

LEGEND:

- TABLE J.I - Preservation Method
- TABLE J.II - Cleaning
- TABLE J.III - Contact Preservation
- TABLE J.IV - Wrapping Material
- TABLE J.V - Cushioning/Dunnage
- TABLE J.VI - Thickness of Cushioning
- TABLE J.VII - Unit Container
- TABLE J.VII - Intermediate Container
- TABLE J.IX - Packing Requirements
- TABLE J.X - Special Marking

b. Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision -15-, dated -16-. Bar code requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: -17-

(End of clause)

(DS6302)

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

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

a. The first article shall consist of:

FAT shall consist of those items and quantities as cited in DTL9939372 with revisions/amendments in effect as of 12 SEP 03. Also, 5 samples of each component, subassembly, and assembly are to be 100% inspected for unlisted characteristics. All items 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

Name of Offeror or Contractor:

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 thru the QAR to SFSJM-CDM.

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

(End of clause)

(ES6031)

E-4 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2004
LOCAL

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

(b) The Contractor shall comply with:

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

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

(End of clause)

(ES6001)

E-5 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) FEB/2004
LOCAL

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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

Date of Acceptance _____

Contract Number(s) _____

Name of Offeror or Contractor:

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

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

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

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

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

Name of Offeror or Contractor:

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.

1. Not used.

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

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

(End of clause)

(ES6034)

E-6 52.245-4545 MIL-STD-1916
 LOCAL

OCT/2000

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

(End of clause)

(ES7650)

E-7 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.

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)

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Name of Offeror or Contractor:

(ES7012)

E-8 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

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

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

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

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

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

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

(End of clause)

(ES7010)

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

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

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

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

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

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

(End of clause)

(ES7011)

E-10 52.246-4550 CRITICAL CHARACTERISTICS FEB/2004
LOCAL

a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall

Name of Offeror or Contractor:

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 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.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 62****PIIN/SIIN** W52P1J-04-R-0110**MOD/AMD****Name of Offeror or Contractor:**

(End of clause)

(ES7500)

ACCEPTANCE INSPECTION EQUIPMENT (AIE) CLAUSE

- a. The contractor shall use a calibration system, with traceability to a national or international standard

*** END OF NARRATIVE E 001 ***

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MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-3		*** THIS REFERENCE (FA7502) IS NO LONGER VALID ***	
F-4	52.247-4533 LOCAL	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988

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

(End of clause)

(FS7405)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	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
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(End of Clause)

(HA8704)

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

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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 Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

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

(HF6011)

H-5 245.7310-1 DEMILITARIZATION
 DFARS

JUL/1996

(a) DEMILITARIZATION. Item(s) -1- require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

Name of Offeror or Contractor:

Production Manager	-3-	1
Project Manager	-4-	1

(End of clause)

(HS6026)

H-9	242-1107(B)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS LOCAL REPORTS OF DELAYS IN DELIVERY	JUN/1996
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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	-1-	1

(End of clause)

(HS6028)

H-10	28.306(B)	REQUIRED INSURANCE	AUG/1995
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(End of Clause)

(HF7020)

H-11	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS	MAY/2002
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(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

(End of Clause)

(HA7502)

H-12	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA DFARS	NOV/1995
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Name of Offeror or Contractor:

(End of clause)

(HA7503)

H-13	5101.602-2	AVAILABILITY OF FUNDS	OCT/2001
	AFARS		

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-14	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)

H-001

Technology Insertion Clause

At any time during the course of this contract, the government may require, at its option, the insertion of state-of-the-art, advanced or alternate technology into the items called for under the contract, including replacement or supplemental cartridge assemblies if desired. Government directed technology upgrades will be initiated through a contract modification via a mandatory ECP or by mandating the insertion of a government directed commercial component(s) or military hardware. The insertion may be limited to certain CLINS and quantities at the Government's discretion. If a government directed technology insertion will cause an increase or decrease in the cost or time required for performance of this contract, an equitable adjustment shall be negotiated and incorporated into the contract.

END OF NARRATIVE H-001

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.216-4	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL	JAN/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-25	52.225-3	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	JAN/2004
I-26	52.225-5	TRADE AGREEMENTS	JAN/2004
I-27	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-25	PROMPT PAYMENT	OCT/2003
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-35	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-38	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-42	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-43	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48		*** THIS REFERENCE (IA0654) IS NO LONGER VALID ***	
I-49		*** THIS REFERENCE (IA0736) IS NO LONGER VALID ***	
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		

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I-52	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-53	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-54	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-56	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-57	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-58	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-59	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-60	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

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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-

(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-61 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 _____ [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]-

(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 _____ [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

(End of clause)

(IF6070)

I-62 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

SEP/1989

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

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

* (See instructions regarding submission of First Article clause)

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** (See Schedule B)

(End of Clause)

(IF7018)

I-63 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I JAN/1997

(End of clause)

(IF7019)

I-64 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-65 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

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

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

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

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

(KP6065)

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

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

(KF6033)

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

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

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

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

Name of Offeror or Contractor:

(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 -1- (insert NAICS code).

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

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

(b) Representations.

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

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

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

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

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

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

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

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

(c) Definitions. As used in this provision-

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

(1) Means a small business concern-

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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.

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

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

Black American

Hispanic American

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

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

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

individual/concern, other than one of the preceding.

(KF6004)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

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

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

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

(End of provision)

(KF6019)

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

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

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

(b) it

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

Name of Offeror or Contractor:

Regulation.

(End of provision)

(KF6031)

K-13 52.225-4 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE JAN/2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) 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 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-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.		Country of Origin
---------------	--	-------------------

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.		Country of Origin
---------------	--	-------------------

[List as necessary]

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

(End of provision)

(KF6050)

K-14 52.225-6 TRADE AGREEMENT CERTIFICATE JAN/2004

(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."

(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
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[List as necessary]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-7	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-9	15.201	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS	OCT/1997

A Pre-Proposal Conference will be held at -1- on -2- at -3- hours. Each Company is restricted to -4- attendee(s). Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of Provision)

(LF6013)

L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a -1- rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm-Fixed_Price/w EPA Clause contract resulting from this solicitation.

(End of provision)

(LF6008)

L-12	52.233-2	SERVICE OF PROTEST	AUG/1996
------	----------	--------------------	----------

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

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

Name of Offeror or Contractor:

(End of provision)

(LP6021)

L-13 15.305(A)(2)(II PAST PERFORMANCE INFORMATION)

OCT/1997

Offerors shall submit the following information for -1- as part of their proposal:

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

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

-2-

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

(End of provision)

(LP6048)

L-14 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS

NOV/1995

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

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

TABLE

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

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

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

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

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- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-15	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be -1- (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-16	52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR/2000
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(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must-

- (i) Comply with FAR 32.1004;
- (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
- (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of-

- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.

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(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

(LF7025)

L-17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of provision)

(LF7015)

L-18 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-19 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

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L-20 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS SEP/2003

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

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

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

(End of provision)

(LS7002)

L-21 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-22 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

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

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

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

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JCMC-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

Name of Offeror or Contractor:

(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-23 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)

Economic Price Adjustment-Material (Steel)

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

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

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

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

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in unit price(s) other than those proposed; or

(iii) Changes in the quantities of material (steel) used from those proposed for each item.

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

(3) There shall be no adjustment for any change in the unit price(s) for material (steel) which would not

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result in a net change of at least 3 percent of the then-current total contract line item price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

If the contractor anticipates such an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

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

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

Multiple Year (Single w/4 option years)

	Year 1	Year 2	Year 3	Year 4	Year 5
Proposed Steel Lbs. per M385	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M385 Unit Price	\$	\$	\$	\$	\$
Options					
Proposed Steel Lbs. per M385	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M385 Unit Price	\$	\$	\$	\$	\$
Proposed Steel Lbs. per M430	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M430 Unit Price	\$	\$	\$	\$	\$
Options					
Proposed Steel Lbs. per M430	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M430 Unit Price	\$	\$	\$	\$	\$
Proposed Steel Lbs. per M433	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M433 Unit Price	\$	\$	\$	\$	\$
Options					
Proposed Steel Lbs. per M433	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M433 Unit Price	\$	\$	\$	\$	\$
Proposed Steel Lbs. per M583	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M583 Unit Price	\$	\$	\$	\$	\$
Options					
Proposed Steel Lbs. per M583	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M583 Unit Price	\$	\$	\$	\$	\$
Proposed Steel Lbs. per M781	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$
Proposed M781 Unit Price	\$	\$	\$	\$	\$
Options					
Proposed Steel Lbs. per M781	#	#	#	#	#
Proposed Steel Unit Price	\$	\$	\$	\$	\$

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Proposed M781 Unit Price \$ \$ \$ \$ \$

Proposed Steel Lbs. per M918 # # # # #

Proposed Steel Unit Price \$ \$ \$ \$ \$

Proposed M918 Unit Price \$ \$ \$ \$ \$

Options

Proposed Steel Lbs. per M918 # # # # #

Proposed Steel Unit Price \$ \$ \$ \$ \$

Proposed M918 Unit Price \$ \$ \$ \$ \$

(End of clause)

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	9.104-2	SPECIAL STANDARDS OF RESPONSIBILITY	SEP/1995

The following general/special standards will be used in the responsibility of prospective contractors:

-1-

(End of Provision)

(MP6013)

M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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The following are the evaluation factors for award:

-1-

(End of Provision)

(MP6012)

M-4	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

-1-

(End of Provision)

(MP6025)

M-5	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so

Name of Offeror or Contractor:

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.

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

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

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

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

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

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS0100	52.215-4501	01-JUN-2000	ARSENALS AS SUBCONTRACTORS LOCAL
AUTO	AM7010	AMC	01-DEC-2000	AMC-LEVEL PROTEST PROGRAM
AUTO	AS7001	52.252-4500	01-SEP-1997	FULL TEXT CLAUSES LOCAL

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS7103	52.225-4502	01-FEB-1992	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION LOCAL
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

CHANGED	CS7100	52.246-4506	01-FEB-1999	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL LOCAL
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The General SPC Plan is to be approved prior to FAT. The Detailed SPC Plan is to be approved prior to the start of production. Sample ADC is to be submitted for review and approval in accordance with MIL-STD-1168B.

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

1.0 General Management Plan

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

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

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

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

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

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

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

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(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 material, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

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

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

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

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

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

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(End of statement of work)

(CS7100)

CHANGED CS7200 52.246-4535 01-AUG-2002 STATEMENT OF WORK - AMMUNITION DATA CARDS
LOCAL

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

AEPS Access Procedures

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

<http://aeprs.ria.army.mil/aeprpublic.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 provding the following:

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

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

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

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

AEPS HELP-DESK and Problem Reporting Procedures

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

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

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://aeprs/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:

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

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

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

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

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

Worldwide Ammunition-data Repository Program (WARP)

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

Ammunition Data Card Input

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

Email Notification

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

Information Updates

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

(End of statement of work)

(CS7200)

AUTO/CHANGE CS7600 52.248-4502 01-MAY-2001 CONFIGURATION MANAGEMENT DOCUMENTATION
LOCAL

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

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

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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)

SECTION D - PACKAGING AND MARKING

AUTO/FIL	DA6001			*** THIS REFERENCE IS NO LONGER VALID ***
CHANGED	DS6302	52.211-4507	01-OCT-1998	PACKAGING REQUIREMENTS LOCAL

a. The preservation shall be in accordance with the codes of MIL-STD-2073-1, Standard Practice for Military Packaging, revision -1- dated -2-. the unit pack quantity shall be -3-. Packing Level -4- is required.

MIL-STD-2073-1 TABLE

J.I	J.II	J.III	J.IV	J.V	J.VI	J.VII	J.VII	J.IX	J.X
-5-	-6-	-7-	-8-	-9-	-10-	-11-	-12-	-13-	-14-

LEGEND:

- TABLE J.I - Preservation Method
- TABLE J.II - Cleaning
- TABLE J.III - Contact Preservation
- TABLE J.IV - Wrapping Material
- TABLE J.V - Cushioning/Dunnage
- TABLE J.VI - Thickness of Cushioning
- TABLE J.VII - Unit Container
- TABLE J.VII - Intermediate Container
- TABLE J.IX - Packing Requirements
- TABLE J.X - Special Marking

b. Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision -15-, dated -16-. Bar code requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: -17-

(End of clause)

(DS6302)

SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES-FIXED-PRICE
AUTO	EF0007	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	ES6031	52.209-4512	01-MAY-1994	FIRST ARTICLE TEST (CONTRACTOR TESTING) LOCAL

a. The first article shall consist of:

FAT shall consist of those items and quantities as cited in DTL9939372 with revisions/amendments in effect as of 12 SEP 03. Also, 5 samples of each component, subassembly, and assembly are to be 100% inspected for unlisted characteristics. All items shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings

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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 thru the QAR to SFSJM-CDM.

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

(End of clause)

(ES6031)

CHANGED ES6001 52.246-11 01-FEB-2004 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
LOCAL

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

(b) The Contractor shall comply with:

() ISO 9002

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

() ISO 9001-2000; no exclusions permitted

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

(End of clause)

(ES6001)

CHANGED ES6034 52.246-4506 01-FEB-2004 STATISTICAL PROCESS CONTROL (SPC)
LOCAL

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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

Date of Acceptance _____

Contract Number(s) _____

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

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in 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 (C0) channels to the Product Assurance and Test

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

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

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

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

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

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

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

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

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

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

l. Not used.

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

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

(End of clause)

(ES6034)

ADDED	ES7650	52.245-4545 LOCAL	01-OCT-2000	MIL-STD-1916
ADDED	ES7012	52.246-4528 LOCAL	01-MAY-1994	REWORK AND REPAIR OF NONCONFORMING MATERIAL
CHANGED	ES7010	52.246.4531 LOCAL	01-MAY-1994	ACCEPTANCE INSPECTION EQUIPMENT

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

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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)

ADDED	ES7011	52.246-4532 LOCAL	01-MAY-1994	DESTRUCTIVE TESTING
ADDED	ES7500	52.246-4550 LOCAL	01-FEB-2004	CRITICAL CHARACTERISTICS
SECTION F - DELIVERIES OR PERFORMANCE				
AUTO	FF0043	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FA0100	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	FA7502			*** THIS REFERENCE IS NO LONGER VALID ***
CHANGED	FS7405	52.247-4533 LOCAL	01-MAR-1988	ACCELERATED DELIVERIES, CONTRACTOR INITIATED

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

(End of clause)

(FS7405)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0756	252.223-7006 DFARS	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED	HS0500	223.370- 4(A)(3) OSC	01-JUN-1999	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION
CHANGED	HA8704	252.223-7001 DFARS	01-DEC-1991	HAZARD WARNING LABELS

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(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)

CHANGED HF6011 52.223-3 01-JAN-1997 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

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

Material Identification NO.

(If none, insert NONE)

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

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

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

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

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

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

(HF6011)

ADDED/FIL HA6800 245.7310-1 01-JUL-1996 DEMILITARIZATION DFARS

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ADDED/FIL	HS6075	52.245-4506 OSC	01-OCT-1994	GOVERNMENT FURNISHED PROPERTY
ADDED/FIL	HS6025	246.671 LOCAL	01-JAN-1995	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
ADDED/FIL	HS6026	242-1107(B) LOCAL	01-JUN-1996	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS
ADDED/FIL	HS6028	242-1107(B) LOCAL	01-JUN-1996	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY
ADDED	HF7020	28.306(B)	01-AUG-1995	REQUIRED INSURANCE
AUTO	HA7502	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	HA7503	252.247-7024 DFARS	01-NOV-1995	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
ADDED	HD7006	5101.602-2 AFARS	01-OCT-2001	AVAILABILITY OF FUNDS
AUTO	HS7600	52.247-4545 OSC	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
AUTO	IF0003	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0006	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0028	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0352	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0024	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0114	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0320	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0740	52.204-4	01-AUG-2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0162	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0343	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0011	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0004	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0016	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATION
AUTO	IF0015	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
ADDED	IF0136	52.216-4	01-JAN-1997	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL
AUTO	IF0334	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS

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AUTO	IF0500	52.222-19	01-JAN-2004	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0056	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0057	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0061	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0063	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0330	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF0009	52.225-1	01-JUN-2003	BUY AMERICAN ACT-SUPPLIES
ADDED	IF0375	52.225-3	01-JAN-2004	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT
ADDED	IF0625	52.225-5	01-JAN-2004	TRADE AGREEMENTS
ADDED	IF0323	52.228-5	01-JAN-1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
AUTO	IF0049	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0086	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0327	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0089	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0062	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0432	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0163	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0164	52.232-34	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0013	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0030	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0126	52.242-2	01-APR-1991	PRODUCTION PROGRESS REPORTS
AUTO	IF0124	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0105	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0285	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	IF0039	52.247-63	01-JUN-2003	PREFERENCE FOR U.S. - FLAG AIR CARRIERS
AUTO	IF0400	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0130	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0132	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0092	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0654			*** THIS REFERENCE IS NO LONGER VALID ***

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AUTO	IA0736			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	IA0702	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0506	252.204-7004 DFARS	01-NOV-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA0706	252.205-7000 DFARS	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA0707	252.209-7000 DFARS	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0738	252.225-7012 DFARS	01-MAY-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA0523	252.242-7000 DFARS	01-DEC-1991	POSTAWARD CONFERENCE
AUTO	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0527	252.246-7000 DFARS	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO/FIL	IF6250	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED/FIL	IF6070	52.246-17	01-JUN-2003	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
CHANGED	IF7018	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

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

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

ADDED	IF7019	52.209-3	01-JAN-1997	FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I
AUTO	IF7016	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES

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AUTO IA7015 252.211-7005 01-FEB-2003 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
DFARS

AUTO/CHANGE IA7035 252.243-7002 01-MAR-1998 REQUESTS FOR EQUITABLE ADJUSTMENT
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)

AUTO IS7025 52.201-4500 01-FEB-1993 AUTHORITY OF GOVERNMENT REPRESENTATIVE
OSC

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

AUTO KF0003 52.203-11 01-APR-1991 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

AUTO KA0705 252.209-7001 01-MAR-1998 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST
DFARS COUNTRY

ADDED KA0706 252.209-7002 01-SEP-1994 DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
DFARS

ADDED/FIL KF6065 52.203-2 01-APR-1985 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

ADDED/FIL KF6033 52.209-5 01-DEC-2001 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS

ADDED/FIL KF6035 52.215-6 01-OCT-1997 PLACE OF PERFORMANCE

ADDED/FIL KF6003 52.219-1 01-MAY-2004 SMALL BUSINESS PROGRAM REPRESENTATIONS

ADDED/FIL KF6004 52.219-1 01-APR-2002 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I

ADDED/FIL KF6019 52.222-22 01-FEB-1999 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

ADDED/FIL KF6020 52.222-25 01-APR-1984 AFFIRMATIVE ACTION COMPLIANCE

ADDED/FIL KF6083 52.223-13 01-AUG-2003 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

ADDED/FIL KF6031 52.225-2 01-JUN-2003 BUY AMERICAN ACT CERTIFICATE

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ADDED/FIL	KF6050	52.225-4	01-JAN-2004	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE
ADDED/FIL	KF6055	52.225-6	01-JAN-2004	TRADE AGREEMENT CERTIFICATE
ADDED/FIL	KA6500	252-247.7022 DFARS	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KF7003			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7043			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7005			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7020			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7033			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7035			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KF7019			*** THIS REFERENCE IS NO LONGER VALID ***
AUTO	KA7500			*** THIS REFERENCE IS NO LONGER VALID ***

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0032	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0604	52.211-2	01-DEC-2003	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
ADDED	LF0602	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF0054	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS
ADDED	LF0030	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
ADDED	LF0680	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED	LF0095	52.232-38	01-MAY-1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
ADDED	LA0654	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
CHANGED	LF6013	15.201	01-OCT-1997	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS

A Pre-Proposal Conference will be held at -1- on -2- at -3- hours. Each Company is restricted to -4- attendee(s). Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of Provision)

(LF6013)

ADDED/FIL	LF6019	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
CHANGED	LF6008	52.216-1	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a Firm-Fixed_Price/w EPA Clause contract resulting from this solicitation.

(End of provision)

(LF6008)

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ADDED/FIL LF6021 52.233-2 01-AUG-1996 SERVICE OF PROTEST

ADDED/FIL LF6048 15.305(A)(2)(II 01-OCT-1997 PAST PERFORMANCE INFORMATION
)

CHANGED LA6705 252.217-7026 01-NOV-1995 IDENTIFICATION OF SOURCES OF SUPPLY
DFARS

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

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

TABLE

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

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

AUTO/CHANGE LM6100 52.211-4510 01-AUG-2001 PARTNERING
AMC

***The principal government representatives for this effort will be -1- (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

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MOD/AMD

CHANGED LF7025 52.232-28 01-MAR-2000 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must-

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of-

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

(LF7025)

AUTO	LF7015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS
ADDED	LF7007	47.304-1(B)	01-SEP-1995	F.O.B. POINT (RFPS)
AUTO	LS7100	52.212-4501	01-APR-2001	ELECTRONIC AWARD NOTICE OSC
AUTO	LS7002	52.214-7 LOCAL	01-SEP-2003	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
ADDED	LS7003	52.214-7 LOCAL	01-MAR-2004	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
AUTO	LS7010	52.222-1100	01-FEB-2003	10 U.S.C. 4543 PILOT PROGRAM LOCAL
AUTO	LS7001	15.503 LOCAL	01-FEB-2004	DISCLOSURE OF UNIT PRICES

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0015	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
ADDED/FIL	MF6013	9.104-2	01-SEP-1995	SPECIAL STANDARDS OF RESPONSIBILITY

PIIN/SIIN W52P1J-04-R-0110

MOD/AMD

CHANGED MF6012 15.204-5(C) 01-OCT-1997 SECTION M, EVALUATION FACTORS FOR AWARD

The following are the evaluation factors for award:

-1-

(End of Provision)

(MF6012)

ADDED/FIL MF6025 15.304(C) 01-OCT-1997 EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD

ADDED MS7005 52.245-4519 01-AUG-1993 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND
OSC RESEARCH PROPERTY

ADDED MS7015 42.1501-4500 01-OCT-1999 PERFORMANCE EVALUATION CRITERIA
OSC