

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 82	Pages
2. Contract Number		3. Solicitation Number W52P1J-08-R-0088		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued	
7. Issued By ROCK ISLAND CONTRACTING CENTER AMSCC-RCC-AR ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60		Code	8. Address Offer To (If Other Than Item 7)				
			W52P1J				
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

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

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

10. For Information	A. Name CHRIS EISCHEN	B. Telephone (No Collect Calls)			C. E-mail Address CHRISTOPHER.EISCHEN@US.ARMY.MIL
Call:		Area Code (309)	Number 782-5098	Ext.	

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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)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

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

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

EXECUTIVE SUMMARY

This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

1. Introduction: The Army Contracting Command Rock Island Contracting Center (RICC), Rock Island, IL has a requirement to procure various mortar and artillery components for many types of Mortar and Artillery systems. There is a recurring need for these components in order to respond quickly to a rapidly changing environment due to the Global War on Terror and ever decreasing ammunition inventories. These components will be utilized in multiple types of ammunition required for the soldiers inventory, war reserve and/or training. In an effort to streamline the acquisition process for these components and minimize the cost risk and time required to satisfy needs as they arise, the Government intends to award two or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for each component. Each IDIQ contract will contain a base contract ordering period of five years and an option to extend for an additional five years (FY09-FY18). A Pre-Solicitation Conference (Industry Day) is scheduled for 7 January at Rock Island Arsenal. All responses to the draft RFP are due by 31 December 2008.

Requests to attend the Pre-Solicitation Conference are due by 31 December 2008. Multiple IDIQ type contracts will be awarded as a result of this RFP. The established closing date for each CLIN is shown below. The FINAL closing date is _____. The minimum ordering obligation for each IDIQ contract will be specified in the final solicitation. The maximum ordering amount, referenced in quantities for each component is addressed below:

<u>CLIN / Component Item</u>	<u>NSN</u>	<u>P/N</u>	<u>Est. Quantity</u>	<u>Closing Date</u>
0001 - M24 Fin Assembly	1315-01-050-8881	11726889	7.7 M	TBD
0002 - M27 Fin Assembly	1310-01-050-8894	11751196	3.4 M	TBD
0003 - M28 Fin Assembly	1315-01-271-8061	9327831	324.9 K	TBD
0004 - M29 Fin Assembly	1315-01-311-5415	9381586	252.4 K	TBD
0005 - M231, Container	8140-01-490-2443	12972583	4.6 M	TBD
0006 - M232A1, Container	8140-01-490-2453	12961080	4.8 M	TBD
0007 - Main Parachute, M485	NA	9214149	440.5 K	TBD
0008 - Drogue Parachute, M485	NA	9251604	440.5 K	TBD
0009 - Universal Lifting Plug, M110/M485	1320-01-220-2166	9345325	1.3 M	TBD
0010 - Delay Element, M485	NA	9213707	440.5 K	TBD
0011 - 60mm Parachute	NA	9345345	172.8 K	TBD
0012 - 81mm Parachute	NA	9381075	214.5 K	TBD
0013 - 120mm Parachute	NA	12577643	634.5 K	TBD
0014 - 105mm Parachute	NA	9206746	198.5 K	TBD
0015 - M107/M804 Lifting Plug	1320-01-562-6471	13015329	3.0 M	TBD

The First Article Tests are not counted as part of the estimated quantities shown above, but will be addressed in individual delivery orders for each component.

2. Contracting Strategy: This acquisition is set-aside exclusively for small business participation. The Government intends to issue multiple award IDIQ contracts for each component to two or more technically qualified offerors, whose offer conforms to the solicitation representing the best value to the Government, price and other factors considered. It is not necessary for offerors to submit a proposal for all types of the components as mentioned above. If it is the intent of the offeror to propose on multiple components, the offeror is required to submit a separate stand-alone proposal for each component. In the case that an offeror is awarded multiple components, the offeror will receive one contract for each component under this solicitation.

As the need for individual ammunition components arises, Firm Fixed Price (FFP) delivery orders will be competed among the small businesses holding IDIQ contracts for the respective component. The government will select the best value proposal considering price, schedule and past performance. It is anticipated that for most of the listed components, delivery orders will generally be placed annually. However, delivery orders may be placed more or less often to accommodate changing needs of the Army.

PLEASE READ THE EVALUATION FACTORS AND BASIS FOR AWARD IN SECTIONS L AND M OF THIS SOLICITATION CAREFULLY SO THAT YOU WILL UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

3. Contract Type: The Government contemplates award of IDIQ type contracts with a base contract ordering period of five years and an option to extend for an additional five years. Option years are to extend the ordering period only and there are no firm minimum or maximum ordering requirements. The Government shall place FFP Delivery Orders during the period of this contract for quantities as requirements are identified.

4. Security Requirements: Both the Basic IDIQ contract and future delivery orders against the Basic IDIQ contract are UNCLASSIFIED. However, for some components (to be determined), there may be specifications and drawings that contain export control data and restrictive distribution markings. Requests for these specifications and drawings shall be accompanied by a fully executed DD Form

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2345, Militarily Critical Technical Data Agreement and a signed Non-Disclosure Agreement (NDA).

*** END OF NARRATIVE A0001 ***

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.245-9100	NOTICE: USE OF GOVERNMENT OWNED PROPERTY	AUG/2007
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Your attention is directed to Section L clause and M clauses entitled "Submission Requirements for Use of Government -Owned Property", Section M Clause entitled "Evaluation Procedures for the Use of Government Owned Property" and the corresponding rental charge provisions under FAR 52.245-9, which were recently revised.

(End of provision)

AS7005

A-3	52.246-4536	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, AMSJM-CDA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-4	52.252-4500	FULL TEXT CLAUSES	APR/2006
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(a) 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.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts.

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Name of Offeror or Contractor:

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 removed three asterisks are put in its place (***)

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.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.

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

(End of narrative)

(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>M24 FIN ASSEMBLY</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1315-01-050-8881 P/N: 11726889</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0002	<p>M27 FIN ASSEMBLY</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1310-01-050-8894 P/N: 11751196</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0003	<p>M28 FIN ASSEMBLY</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1315-01-271-8061 P/N: 9327831</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0004	<p>M29 FIN ASSEMBLY</p> <p>SECURITY CLASS: Unclassified</p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSN: 1315-01-311-5415 P/N: 9381586 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001) <u>M231, CONTAINER (PA161)</u>			\$ ** NSP **	\$ ** NSP **
0006	SECURITY CLASS: Unclassified NSN: 8140-01-490-2443 P/N: 12972583 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001) <u>M232A1, CONTAINER (PA103A2)</u>			\$ ** NSP **	\$ ** NSP **
0007	SECURITY CLASS: Unclassified NSN: 8140-01-490-2453 P/N: 12961080 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001) <u>60MM PARACHUTE</u> SECURITY CLASS: Unclassified NSN: N/A P/N: 9345345 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001)			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p><u>81MM PARACHUTE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: N/A P/N: 9381075</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0009	<p><u>120MM PARACHUTE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: N/A P/N: 12577643</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0010	<p><u>105MM PARACHUTE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: N/A P/N: 9206746</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **
0011	<p><u>MAIN PARACHUTE, M485</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: N/A P/N: 9214149 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001)				
0012	<u>DROGUE PARACHUTE, M485</u> SECURITY CLASS: Unclassified NSN: N/A P/N: 9251604 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001)			\$ ** NSP **	\$ ** NSP **
0013	<u>DELAY ELEMENT, M485</u> SECURITY CLASS: Unclassified NSN: N/A P/N: 13013725 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001)			\$ ** NSP **	\$ ** NSP **
0014	<u>UNIVERSAL LIFTING PLUG, M485 & M110</u> SECURITY CLASS: Unclassified NSN: 1320-01-220-2166 P/N: 9345325 * Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025. (End of narrative B001)			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p>M107/M804 LIFTING PLUG</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1320-01-562-6471 P/N: 13015329</p> <p>* Do not submit pricing info in Section B for any CLINs. Pricing for all CLINs shall be submitted on the Pricing Matrix, Attachment 0025.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Regulatory Cite	Title	Date
C-1 52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

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

(b) Drawing(s) and specifications for CLINS 0001 - 0009 will be provided with TDP request.

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

APPLIES TO CLIN 0010 (105MM PARACHUTE): Drawings and specifications in accordance with enclosed Technical Data Package Listing 9206746:19203 with revisions in effect as of 03/18/2008 (except as follows):

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

THE FOLLOWING PARAGRAPH SPECIFIES RECYCLE CONTENT REQUIREMENTS FOR SELECTED PACKAGING MATERIALS:
 "The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <<http://www.epa.gov/cpg/>>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

HCSDS	REV	DATE	NOMENCLATURE	REF. DOC.
4	G	05/01/1991	BARIUM NITRATE (Ba(NO3)2)	MIL-B-162
59	D	04/01/1993	BORON (B)	MIL-B-51092

Delete HCSDS # 7, 1420, and 1660.

Delete All Parts Lists from the TDPL as they are obsolete and no longer used.

DELETE 9206675 FROM TPDL, REPLACE WITH DRAWING 9206775.

Drawing 9311178:
 CHANGE: ZONE B2; NOTE 4:
 FROM:
 RESOLUTION PERFORMANCE PRODUCTS
 PO BOX 4500
 HOUSTON, TX 77210-4500
 1600 SMITH ST
 24TH FLOOR

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HOUSTON, TX 77002
 PART NO. EPON828
 TO:
 HEXION SPECIALTY CHEMICALS
 1600 SMITH STREET, 24TH FLOOR
 P.O. BOX 4500
 HOUSTON, TEXAS 77210-4500
 UNITED STATES
 877-859-2800
 PART NO. EPON 828

CHANGE; ZONE A2; NOTE 4:
 FROM:
 VANTICO
 281 FIELDS LANE
 BREWSTER, NY 10509
 PHONE: 800-222-1906
 PART NO. ARALDITE-6010
 TO:
 HUNTSMAN CORPORATION
 500 HUNTSMAN WAY
 SALT LAKE CITY, UTAH 84108
 801-584-5700
 PART NO. ARALDITE-6010

Drawing 9311179:
 CHANGE; ZONE B2; NOTE 4:
 ADD:
 PHONE NO. 81-47-350-6150

On the TDPL, Delete TT-E-516 and Replace with MIL-E-52891.

Dwg 9255814:
 -Delete spec MIL-W-46078
 -CHANGE NOTE 2 TO READ "MATERIAL: SPRING WIRE, STAINLESS STEEL, UNS S17700 (TYPE 631), CONDITION CH900, PER ASTM A313"

Drawing 9206766:
 CHANGE; SHEET 2; ZONE E7; NOTE 7:
 FROM:
 "9206675, AROUND CORD, PARACHUTE PN 9206670"
 TO:
 "9206775, AROUND CORD, PARACHUTE PN 9206770"

Use drawing 9201268 for light output measurement procedure and equipment.

ODC Data:
 V-T-295: This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Use alternatives.

SOURCE CONTROL VERIFICATION:

<u>Drawing No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Part No.</u>	<u>Verified</u>
9311178	03/12/2008			
9311180	03/12/2008			
9255824	03/12/2008			
9311179	03/12/2008			
13009274	03/12/2008			
9220290	03/12/2008			
9283091	03/12/2008			

APPLIES TO CLIN 0011 (MAIN PARACHUTE, M485): Drawings and specifications in accordance with enclosed Technical Data Package Listing 9214149:19203 with revisions in effect as of 03/10/2008 (except as follows):

PACKAGING:

Packaging and Marking shall be in accordance with ARDEC Local Clause 25.

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If a fiberboard box is used for packaging, the fiberboard box and partitions shall have 40% recovered fiber including 40% post-consumer fiber in accordance with EPA Comprehensive Procurement Guides (CPG) on www.epa.gov.

PRODUCT SECTION:

Dwg 8862458: ADD DRAWING CENTER PANEL TO TDPL
ADD "DISTRIBUTION STATEMENT A"

Dwg 8862457: ADD DRAWING SIDE PANEL TO TDPL
ADD "DISTRIBUTION STATEMENT A"

Dwg 9214149: ADD "DISTRIBUTION STATEMENT A".

SPECIFICATIONS:

ADD THE FOLLOWING SPECIFICATIONS TO THE TDPL

MIL-C-7020

ASTM-D6193 (SUPERSEDES FED-STD-751)

V-T-295

MIL-PRF-5038 (SUPERSEDES MIL-T-5038)

MIL-W-4088

MIL-C-5040

MIL-T-5608

MIL-W-5625

ODC Data:

MIL-W-5625: This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Use alternatives.

V-T-295: This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Use alternatives.

TDPL 9214149:

ADD: "MIL-P-48249"

"This item shall meet all applicable requirements of MIL-P-48249, including first article, conformance inspection, and test requirements."

APPLIES TO CLIN 0012 (DROGUE PARACHUTE, M485): Drawings and specifications in accordance with enclosed Technical Data Package Listing 9251604:19203 with revisions in effect as of 03/10/2008 (except as follows):

PACKAGING:

Packaging and Marking shall be in accordance with ARDEC Local Clause 25. If a fiberboard box is used for packaging, the fiberboard box and partitions shall have 40% recovered fiber including 40% post-consumer fiber in accordance with EPA Comprehensive Procurement Guides (CPG) on www.epa.gov.

PL 9251604:

Delete Part List Only. No longer required.

Dwgs 9251607, 8862461 ADD "DISTRIBUTION STATEMENT A."

ODC Data:

MIL-W-5625: This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Use alternatives.

V-T-295: This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Use alternatives.

TDPL 9251604:

ADD: "MIL-P-48249"

"This item shall meet all applicable requirements of MIL-P-48249, including first article, conformance inspection, and test requirements."

APPLIES TO CLIN 0013 (DELAY ELEMENT, M485): Drawings and specifications in accordance with enclosed Technical Data Package Listing

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XXXXXXX with revisions in effect as of XXXXXXXX (except as follows): Information will be provided at a later date.

APPLIES TO CLIN 0014 (UNIVERSAL LIFTING PLUG, M485 & M110): Drawings and specifications in accordance with enclosed Technical Data Package Listing 9345325:19200 with revisions in effect as of 03/18/2008 (except as follows):

DWG 9215391 is Distribution "A"

PL 9345325 is obsolete. Delete from the TDP.

DWG 9340744:

Change APPROVED SOURCE OF SUPPLY:

FROM: LOCTITE

TO: HENKEL/LOCTITE ADHESIVES

Plugs shall be separated in the unit packaged to protect paint surfaces.

Palletization is optional.

If a fiberboard box is used for packaging, the fiberboard box and partitions shall have 40% recovered fiber including 40% post-consumer fiber in accordance with EPA Comprehensive Procurement Guidelines (CPG) on www.epa.gov.

SOURCE CONTROL VERIFICATION

<u>Drawing No.</u>	<u>Date Vendor Part No. Verified</u>
9215393	02/28/2008
9340744	03/17/2008

APPLIES TO CLIN 0015 (M107/M804 LIFTING PLUG): Drawings and specifications in accordance with enclosed Technical Data Package Listing 13015329:19200 with revisions in effect as of 08/01/2008 (except as follows):

The lifting plugs metal parts shall be packaged and marked in accordance with ARDEC Local Clause 25. The lifting plugs shall be separated by fiberboard separators to prevent paint and thread damage.

If a fiberboard box is used for packaging, the fiberboard box and partitions shall have 40% recovered fiber including 40% post-consumer fiber in accordance with EPA Comprehensive Procurement Guidelines (CPG) on www.epa.gov.

Drawing 9341742 , "Plug, Shock Attenuating" to be removed from the TDPL. This procurement is for the "Plug, Lifting, M107 And M804"

On source control drawing 9340744, "Compound, Anti-Seize", the company name has changed from Loctite to Henkel/Loctite.

SOURCE CONTROL VERIFICATION

<u>Drawing No.</u>	<u>Date Vendor Part No. Verified</u>
9340744	03/19/2008

(End of statement of work)

(CS6100)

C-2	52.225-4502	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
	LOCAL		

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

(End of statement of work)

(CS7103)

C-3	52.246-4535	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR	FEB/2008
	LOCAL	BALLISTIC TESTING	

APPLIES TO ALL CLINS EXCEPT FOR CLIN 0005 AND 0006 (CONTAINERS)-

Name of Offeror or Contractor:

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. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

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

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

(2) 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.

(3) 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

(4) 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).

(5) 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.

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

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) 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.

(2) 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:

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

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

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(4) 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>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid 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.

(d) 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.

(e) 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.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify ROCK-JMC-WARP@conus.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 ROCK-JMC-WARP@conus.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

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Name of Offeror or Contractor:

(CS7200)

C-4 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION JUL/2005
LOCAL

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to HQ, US Army Joint Munitions Command, 1 Rock Island Arsenal, ATTN: AMSJM-QAP, Rock Island, IL 61299-6500 to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-5 52.246-4561 PHOSPHATE COATING RQUIREMENT (HEAVY) OCT/2005
LOCAL

\fprq1
APPLIES TO CLIN 0010 ONLY:

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection".
REQUIRED phosphate coating procedures should be sent by the contractor to the cognizant PCO stated on page 1 of the contract . The contract number must be cited on all phosphate coating procedures being submitted. Procedures shall include product name and manufacturer of all chemicals/materials to be used. All processes, equipment, and controls, along with testing and test frequencies used for phosphating including application of supplemental finishes, shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)."
The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings."
The frequency for testing coating weight is "per lot, at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance."
Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least every 8 hours."

e. A thickness range for the supplemental dry film lubricant or paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

f. Adhesion testing per ASTM-D3359, method B shall be stated in the procedure for a supplemental coating of dry film lubricant or paint along with the frequency for testing. A daily frequency is required.

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g. Salt spray testing of parts with phosphate and primer for 336 hours shall be included in the procedure for supplemental coatings of CARC paint along with a frequency for testing. The frequency for salt spray testing is "per lot or monthly." Salt spray testing of parts with phosphate and supplemental dry film lubricant for 96 hours shall be stated in the procedure along with the frequency for testing. The frequency for testing is "per lot or weekly." Parts shall show no rusting visible to the unaided eye, no more than 5 blisters with none larger than 3/16 inch in diameter per 48 square inches of area. Underfilm attack at the scribe shall not exceed 1/8 inch.

(End of clause)

(CS7400)

C-6 52.246-4562 PHOSPHATE COATING REQUIREMENT (LIGHT) OCT/2005
LOCAL

APPLIES TO CLIN 0014 AND 0015 ONLY:

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification TT-C-490.

a. Paragraph 3.2.1 of TT-C-490 refers to "Procedure approval." The written procedure, along with the panel submission requirements of paragraph 3.2.2, shall be sent to the designated contracting officer. The procedure shall include product names and manufacturers of all chemicals/materials to be used. All processes, equipment, and controls, along with the testing and test frequencies used for phosphating including the application of supplemental finishes.

b. Paragraph 3.2.2 of TT-C-490 refers to "Preproduction validation panels." For parts requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint system), the preproduction panels shall include three phosphated only, three panels with phosphate and epoxy primer and three panels with phosphate, primer and topcoat. For parts requiring topcoat only (ammunition items), the preproduction panels shall include three phosphated only and three panels with phosphate and paint.

(End of clause)

(CS7500)

C-7 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
LOCAL

(a) 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.

(b) 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.

(c) 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.

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

(End of clause)

(CS7600)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

THIS CLAUSE APPLIES TO ALL ITEMS. SEE SUPPLEMENTAL INFORMATION BELOW FOR SPECIFIC ITEM INFORMATION.

- (a) Packaging shall be in accordance with the following.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Markings for CLINS 0001 - 0009 will be provided with TDP requests.
- (d) Marking shall be in accordance with the following.

APPLIES TO CLIN 0010 (105MM PARACHUTE):

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(1.1) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(1.2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(1.3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package

(2.1) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(2.2) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(3.) Intermediate Package

(3.1) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing

(4.1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(4.2) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(5.) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads

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must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(6.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, with Change Notice 4, dated 19 September 2007. 2-D bar code marking is required on the outer shipping container and the unitized load. ***SEE SUPPLEMENTAL INSTRUCTION***

(7.) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(8.) Wood Packaging Materials - Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging does not apply to this procurement.

(9.) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

SUPPLEMENTAL INSTRUCTIONS:

- HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging does not apply to this procurement.

Information for CLIN 0011, 0012 and 0013 is not currently available

APPLIES TO CLIN 0014 (UNIVERSAL LIFTING PLUG M485 & M110):

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(1.1) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(1.2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(1.3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package

(2.1) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(2.2) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
**** SEE SUPPLEMENTAL INSTRUCTIONS****

(3.) Intermediate Package

(3.1) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing

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(4.1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(4.2) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(5.) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(6.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007. 2-D bar code marking is required on the outer shipping container and the unitized load. ***SEE SUPPLEMENTAL INSTRUCTION***

(7.) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

(9.) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

SUPPLEMENTAL INSTRUCTIONS:

1.- Semi-Bulk packaging is Required. Unit pack shall include a moisture proof barrier bag. Plugs shall be separated in the unit pack to protect the painted surfaces.

2. - HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging does not apply to this procurement.

APPLIES TO CLIN 0015 (M107/M804 LIFTING PLUG):

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(1.1) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(1.2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(1.3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package

Name of Offeror or Contractor:

(2.1) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(2.2) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
**** SEE SUPPLEMENTAL INSTRUCTIONS****

(3.) Intermediate Package

(3.1) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing

(4.1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(4.2) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(5.) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(6.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007. 2-D bar code marking is required on the outer shipping container and the unitized load. ***SEE SUPPLIMENTAL INSTRUCTION***

(7.) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

(9.) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

SUPPLEMENTAL INSTRUCTIONS:

1. Semi-Bulk packaging is Required. Unit pack shall include a moisture proof barrier bag. Plugs shall be separated in the unit pack to protect the painted surfaces.

2. - HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging does not apply to this procurement.

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MOD/AMD

Name of Offeror or Contractor:

EXCEPTION: NONE

(End of clause)

(DS6303)

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Name of Offeror or Contractor:

Officer to the Contracting Officer with an additional information copy furnished to -2- .

(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.

FILL-INS FOR THIS CLAUSE ARE AS FOLLOWS:

APPLIES TO CLIN 0001 (M24 FIN): AT -1- INSERT, MIL-F-48425A w/ AMENDMENT 4, 23 FEBRUARY 2001. FOR FURTHER DETAIL OF FIRST ARTICLE INSPECTION SEE PAGE 4 OF THIS MIL SPEC, PARAGRAPH 4.3-4.3.3 AND PAGE 5 TABLE 1 OF SAME MIL SPEC MIL-F-48425A w/ AMENDMENT 4. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0002 (M27 FIN): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN MIL-DTL-48580C. TDP 11751196, REV. F. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0003 (M28 FIN): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN MIL-F-70546 AMENDMENT 2 AND TDP 9327831, REV. D. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0004 (M29 FIN): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN MIL-F-70546 AMENDMENT 2 AND TDP 9381586. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0005 (M231 CONTAINER): AT -1- INSERT, IAW DTL 12961080B with AMD 1, PAR. 4.3. REQUIRES 8 PAINTED CONTAINER ASSEMBLIES, 8 CONTAINERS DURING ASSEMBY, 8 BODIES, 8 UNPAINTED BODY ASSEMBLIES (WELDMENT), 8 PAINTED BODY ASSEMBLIES (WELDMENT), 8 UNPAINTED COVER WELDMENT, 8 COVER ASSEMBLY UNPAINTED, 8 PAINTED COVER ASSEMBLY, 8 GASKETS, 8 FLANGE GASKETS, 8 FUSES AND 6 SUBASSEMBLIES. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0006 (M232A1 CONTAINER): AT -1- INSERT, IAW DTL 12961080B with AMD 1, PAR. 4.3. REQUIRES 8 PAINTED CONTAINER ASSEMBLIES, 8 CONTAINERS DURING ASSEMBY, 8 BODIES, 8 UNPAINTED BODY ASSEMBLIES (WELDMENT), 8 PAINTED BODY ASSEMBLIES (WELDMENT), 8 UNPAINTED COVER WELDMENT, 8 COVER ASSEMBLY UNPAINTED, 8 PAINTED COVER ASSEMBLY, 8 GASKETS, 8 FLANGE GASKETS, 8 FUSES AND 6 SUBASSEMBLIES. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0007 (60MM PARACHUTE): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN DTL-9345345 AND TDP 9345345:19200. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0008 (81MM PARACHUTE): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN DTL-9381075 AND TDP 9381075. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0009 (120MM PARACHUTE): AT -1- INSERT, ITEMS AND QUANTITIES CITED IN DTL-12577643 AND TDP 12577643:19200. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0010 (105MM PARACHUTE): AT -1- INSERT, five (5) Parachutes (dwg 9206766) tested in accordance with paragraph 4.4.2.13 of MIL-P-14997A with Amd 1. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0011 (MAIN PARACHUTE, M485): AT -1- INSERT, ten (10) Main Parachutes (dwg 8862459) tested in accordance with paragraph 4.4.2.13 of MIL-P-48249A. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0012 (DROGUE PARACHUTE, M485): AT -1- INSERT, ten (10) Drogue Parachutes (dwg 9251604) tested in accordance with paragraph 4.4.2.14 of MIL-P-48249A. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0013 (DELAY ELEMENT, M485): AT -1- INSERT, XXXXXXXXXXXXXXXXXXXXXXXX. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

APPLIES TO CLIN 0014 (Universal Lifting Plug M485/M110): AT -1- INSERT, Universal Plug Assembly drawing 9345325 and MIL-P-70438 with Amendment 1 requires First Article Inspection of 50 units for examination of defects in accordance with para 4.4.2.3 and 50 units for air test in accordance with para 4.5.2; Universal Plug drawing 9345325 and MIL-P-70438 with Amendment 1 requires First Article Inspection of 25 units (minimum; at least 3 per cavity) for examination of defects in accordance with para 4.4.2.1; Fusible Alloy drawing 9215391 and MIL-P-70438 with Amendment 1 requires First Article Inspection of one pound of Fusible Alloy for the Melting Test in accordance with para 4.5.1. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

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APPLIES TO CLIN 0015 (Lifting Plug M107/M804): AT -1- INSERT, IAW MIL-DTL-63268 par 4.2. Requires minimum sample of 25 shock Attenuating Plugs. 4.2.1.1 When a multiple cavity mold is to be used in production, the sample shall include at least three plugs from each cavity in the mold. AT -2- INSERT, REVIEWING OFFICE, AMSJM-QAP PQM.

(End of clause)

(ES6031)

E-3	52.246-4550	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 9001-2000; only design/development exclusions permitted

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

(End of clause)

E-4	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

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-5	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

(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) _____

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(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 Part II of this clause. 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 may 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 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).

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(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.

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, 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 are 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 a result of each process capability study. Describe the contractor's 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 (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

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

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

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

1.8 Control Chart Policy:

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

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

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

d. Describe the method of recording pertinent facts on control charts such as changes in raw 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 non-selection 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

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corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
LOCAL

(a) Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of clause)

(ES7012)

E-7 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 10012:2003.

(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.

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Alternate calculated Critical Non-conformance Escape risk (fill-in -1-):

Unless otherwise approved by the PCO, the non-conformance escape risk is the sum of the individual characteristic escape rates. The probability of escape for a single characteristic shall be calculated by multiplying the non-conformance rate(s) entering the inspection system(s) by the error rate of the inspection system(s). These escape rates are then summed and shall not exceed the tolerable critical non-conformance escape risk.

(2) Within 45 days after award, the contractor can elect to submit a phased-in approach on how the non-conformance escape risk will be achieved over a period of time not to exceed 180 days from the date of first article approval, or from initiation of production when first article is not required. Submission will require approval by the Government and is subject to a technical review and analysis. Allowance for a phased-in approach will then become a part of the contract. Disapproval of the contractors submission does not relieve the contractor of its obligation to comply with the terms of this clause.

(3) Based on the maximum error rate defined for the inspection system, the contractor shall develop a test procedure to demonstrate the error rate. As part of the test plan the contractor shall include sufficient test quantities to assure 90% statistical confidence in the resultant rates unless otherwise approved by the PCO. Once established, the contractor shall have a documented schedule to routinely monitor the non-conformance and inspection system error rates to assure they do not exceed the maximum rates allotted.

d. As a result of previous practices, the governments technical data may refer to Critical I, Critical II, and Special characteristics. The use of the term "critical characteristics" within this clause includes Critical I, Critical II and Special characteristics and the use of the term "critical nonconformances" includes those nonconformances pertaining to Critical I, Critical II and Special characteristics. Unless otherwise stated in Section C, these characteristics shall be subject to all requirements of this clause.

e. In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in its contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely 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 Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with guidance located at https://qa.pica.army.mil/QAW/qaw_p/safety_policy.htm and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

If you are unable to access the above mentioned website, contact the Contract Specialist or PQM and they will provide the information upon request.

f. In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:

(1) The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

(2) The operation that produced the non-conforming component or assembly and any other operations incorporating suspect components or assemblies are immediately stopped. (See para h. for exceptions)

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail)(DI-SAFT-80970A).

(4) Any suspect material is identified, segregated and suspended from any further processing and shipment.

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. 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 as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

(7) The procuring activity reserves the right to refuse acceptance of any suspect material until the root cause or reasonably likely cause of the critical non-conformance has been identified, corrective action has been fully implemented and sufficient evidence has been provided to exclude non-conforming material from the conforming population.

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SECTION F - DELIVERIES OR PERFORMANCE

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

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<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEES' PREMISES	APR/1984
F-6	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	252.211-7003	ITEM IDENTIFICATION AND VALUATION (AUG 2008) -- ALTERNATE I (AUG 2008)	AUG/2008
F-10	252.211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007
F-11	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages for the delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F-12	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	SEP/2007
	JMC UNIQUE		

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

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

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

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

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

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

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated

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point of contact.

(End of clause)

(FS7240)

F-13 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
LOCAL

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

(End of clause)

(FS7405)

F-14 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS) FEB/1996
JMC UNIQUE

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

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

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

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

(End of clause)

(FS7052)

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SECTION G - CONTRACT ADMINISTRATION DATA

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

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<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Regulatory Cite	Title	Date
G-1 52.232-4501	US ARMY SUSTAINMENT COMMAND IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Sustainment Command uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- 1) Progress Payment (For use under contractually authorized Progress Payments)
- 2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- 3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- 4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

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Issue DoDAAC: W52P1J

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

- Contract Number
- Delivery Order number (if applicable)
- Shipment Number
- Invoice Number
- Item Number (CLIN Number from contract)
- Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.242-4508 LOCAL	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article or those authorized in writing by the contracting officer are allowable for progress payments; however, such payments shall not exceed 10 percent (10 %) of the initial award value of the contract.

(End of clause)

(HS6009)

H-2 52.242-4558 LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	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).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)		1
Administration Office (ACO)		1
Production Manager		1

(End of clause)

(HS6026)

H-3 52.242-4591	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005
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The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

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SECTION I - CONTRACT CLAUSES

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

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<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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I-1	52.202-1	DEFINITIONS	JUL/2004
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	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, 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	SEP/2007
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-12	52.204-10	REPORTING SUBCONTRACT AWARDS	SEP/2007
I-13	52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY/2006
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR/2008
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR/2008
I-29	52.222-3	CONVICT LABOR	JUN/2003
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2008
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-42	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003

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I-45	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	OCT/2008
I-52	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-53	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-54	52.232-25	PROMPT PAYMENT	OCT/2008
I-55	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-56	52.233-1	DISPUTES	JUL/2002
I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-60	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-61	52.242-13	BANKRUPTCY	JUL/1995
I-62	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-63	52.245-9	USE AND CHARGES	JUN/2007
I-64	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-65	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-72	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-75	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-79	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-80	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-81	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-82	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-83	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-84	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-85	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2007
I-86	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-87	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAR/2008
I-88	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-89	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-90	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-91	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-92	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-93	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-94	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-95	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-96	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-97	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-98	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-99	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-100	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-101	252.241-7001	GOVERNMENT ACCESS	DEC/1991
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-104	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-105	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	SEP/1989

(a) The Contractor shall test -1- unit(s) of Lot/Item -2- as specified in this contract. At least -3- 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 -4- calendar days from the date of this contract to -5- marked First Article Test Report: Contract No. ____, Lot/Item No. ____. Within -6- 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. 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.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

FILL-INS FOR THIS CLAUSE ARE AS FOLLOWS:

APPLIES TO ALL CLINS: FOR FILL-INS 1-5, SEE ES6031. AT -6- INSERT, 30.

(End of Clause)

I-106	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 30 September 2019.

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-107 52.216-19 ORDER LIMITATIONS OCT/1995

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

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

(1) Any order for a single item in excess of maximum order identified for the specific item/component;

(2) Any order for a combination of items in excess of the maximum order identified for the specific items/components; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I-108 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

(End of Clause)

I-109 52.232-16 PROGRESS PAYMENTS APR/2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in

Name of Offeror or Contractor:

amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

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(2) Performance of this contract is endangered by the Contractors --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

Name of Offeror or Contractor:

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractors books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

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(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the TBD day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitized delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

Name of Offeror or Contractor:

I-110

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 subparagraph 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 -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(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 Contractors estimate of the time by which the Government must respond to the Contractors 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 -2- (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 Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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(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 Contractors 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 Contractors 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)

I-111 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE

JUN/2003

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors 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 1,095 DAYS AFTER ACCEPTANCE.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractors liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractors plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 DAYS.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

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(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractors expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractors account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(IF60084)

(End of Clause)

I-112 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
-1-	-2-	-3-

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-113 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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I-114 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUN/2007

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-9, Option to Extend Services, or other appropriate authority.

"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 (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-115 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the

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form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-116 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-117 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 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-118 252.223-7001 HAZARD WARNING LABELS DEC/1991

APPLIES TO CLINS 0005 AND 0006 (CONTAINERS) ONLY:

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in

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(5) Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

(6) End item means the final production product when assembled or completed, and ready for issue, delivery, or deployment.

(7) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium."

(8) Qualifying country means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) Required form means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) Specialty metal means

(i) Steel

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(11) Subsystem means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for

(1) Electronic components;

(2)(i) Commercially available off-the-shelf (COTS) items; other than

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be offered without modification as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

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(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft.)

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-00002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c)(1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable).

The offeror ___ certifies
___ does not certify

that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractors good faith estimate of the greater of

(i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

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(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

I-120 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

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

(End of clause)

(IS7025)

I-121 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN MAR/2006
LOCAL

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order POC [Ms. Pamela S. DeMaught, HQ, Army Sustainment Command, ATTN: AMSAS-GCB/DeMaught, Rock Island, IL, 61299, Telephone: (309)782-7287, E-Mail: pamela.s.demaught@us.army.mil].

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

I-122 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006

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

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

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

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

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(End of clause)

(IS7070)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M24 FIN ASSEMBLY - CLIN 0001	24-SEP-2007	007	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M27 FIN ASSEMBLY - CLIN 0002	03-OCT-2008	006	
Exhibit C	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M28 FINS, 81MM - CLIN 0003	10-NOV-2008	006	
Exhibit D	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M29 FIN ASSEMBLY - CLIN 0004	10-OCT-2008	006	
Exhibit E	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M231 CONTAINER - CLIN 0005	20-OCT-2008	004	
Exhibit F	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M232A1 CONTAINER - CLIN 0006	20-OCT-2008	004	
Exhibit G	CONTRACT DATA REQUIREMENTS LIST (CDRL) - 60MM PARACHUTE - CLIN 0007	28-OCT-2008	004	
Exhibit H	CONTRACT DATA REQUIREMENTS LIST (CDRL) - 81MM PARACHUTE - CLIN 0008	14-OCT-2008	004	
Exhibit J	CONTRACT DATA REQUIREMENTS LIST (CDRL) - 120MM PARACHUTE - CLIN 0009	24-OCT-2008	004	
Exhibit K	CONTRACT DATA REQUIREMENTS LIST (CDRL) - 105MM PARACHUTE - CLIN 0010	21-NOV-2008	005	
Exhibit L	CONTRACT DATA REQUIREMENTS LIST (CDRL) - MAIN PARACHUTE, M485 - CLIN 0011	17-NOV-2008	004	
Exhibit M	CONTRACT DATA REQUIREMENTS LIST (CDRL) - DROGUE PARACHUTE, M485 - CLIN 0013	14-NOV-2008	004	
Exhibit N	CONTRACT DATA REQUIREMENTS LIST (CDRL) - DELAY ELEMENT, M485 - CLIN 0013			
Exhibit P	CONTRACT DATA REQUIREMENTS LIST (CDRL) - UNIVERSAL LIFTING PLUG, M485 & M110 - CLIN 0014	17-OCT-2008	005	
Exhibit Q	CONTRACT DATA REQUIREMENTS LIST (CDRL) - M107/M804 LIFTING PLUG - CLIN 0015	15-OCT-2008	005	
Attachment 0001	DOCUMENT SUMMARY LIST - M24 FIN ASSEMBLY - CLIN 0001		003	
Attachment 0002	DOCUMENT SUMMARY LIST - M27 FIN ASSEMBLY - CLIN 0002		003	
Attachment 0003	DOCUMENT SUMMARY LIST - M28 FINS, 81MM - CLIN 0003		003	
Attachment 0004	DOCUMENT SUMMARY LIST - M29 FIN ASSEMBLY - CLIN 0004		003	
Attachment 0005	DOCUMENT SUMMARY LIST - M231 CONTAINER - CLIN 0005		003	
Attachment 0006	DOCUMENT SUMMARY LIST - M232A1 CONTAINER - CLIN 0006		002	
Attachment 0007	DOCUMENT SUMMARY LIST - 60MM PARACHUTE - CLIN 0007		002	
Attachment 0008	DOCUMENT SUMMARY LIST - 81MM PARACHUTE - CLIN 0008		002	
Attachment 0009	DOCUMENT SUMMARY LIST - 120MM PARACHUTE - CLIN 0009		002	
Attachment 0010	DOCUMENT SUMMARY LIST - 105MM PARACHUTE - CLIN 0010		003	
Attachment 0011	DOCUMENT SUMMARY LIST - MAIN PARACHUTE, M485 - CLIN 0011		002	
Attachment 0012	DOCUMENT SUMMARY LIST - DROGUE PARACHUTE, M485 - CLIN 0012		002	
Attachment 0013	DOCUMENT SUMMARY LIST - DELAY ELEMENT, M485 - CLIN 0013			
Attachment 0014	DOCUMENT SUMMARY LIST - UNIVERSAL LIFTING PLUG, M485 & M110 - CLIN 0014		003	
Attachment 0015	DOCUMENT SUMMARY LIST - M107/M804 LIFTING PLUG - CLIN 0015		003	
Attachment 0016	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 0017	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 0018	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 0019	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 0020	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 0021	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 0022	IOC FORM 715-3/DEFENSE PRIORITIES AND ALLOCATION SYSTEMS	01-FEB-1996	002	
Attachment 0023	SFULL/DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 0024	ADDRESS LIST		001	
Attachment 0025	PRICING MATRIX			

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

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	JUN/2008
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is as follows: Lifting Plugs - 332993; Parachutes - 314999/339999; Containers - 332439; Fin Assemblies - 332993; Delay Element - 332993.

(2) The small business size standard varies for each item/component.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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(End of Provision)

K-6 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K-7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting

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Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by

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checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- yes
- no

(End of provision)

K-8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) JAN/2008

Substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.204-8.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
Section L Instructions, Conditions, and Notices to Offerors

L.1. General Instructions:

L.1.1. Introduction This section contains general proposal submission instructions as well as specific proposal requirements for various mortar and artillery components identified in Section A.

- a. Offerors are responsible to inquire with the Contracting Officer and/or Contract Specialist to ensure that the proposal submitted has in fact been received by the Contracting Officer and/or Contract Specialist. This must be done by the date/time set in the solicitation for receipt of offers.
- b. Offerors shall provide information by addressing each Factor/Subfactor in the format and sequence identified in the solicitation. The Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offerors capability to support the proposed/required Technical, Past Performance, and Price. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.
- c. The proposal must not merely repeat the solicitation requirements, but rather must provide documentary evidence in support of conclusive statements of how contract requirements will be met.
- d. If the offeror intends to propose on multiple components, the offeror is required to submit a separate stand-alone proposal for each component.

L.1.2. All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer. Questions shall be sent to the following point of contact identified in paragraph L.1.3.

L.1.3. The proposal shall be submitted to the following address:

U.S. Army Contracting Command
Rock Island Contracting Center
ATTN: AMSCC-RCC-AR, Chris Eischen
1 Rock Island Arsenal
Bldg. 350, North Bay, 6th Floor
Rock Island, IL 61299-8000

L.2. Proposal Instructions:

L.2.1. The proposal shall be submitted in the English language and consist of and include all of the following:

- a. Two (2) signed and completed copies of the attached Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the Offeror. Continuation sheets to be filled in as directed (i.e., proposed prices in Section B/Pricing Matrix, any fill-in required, such as Contract Data Requirements List (DD Form 1423 with Blocks 17 and 18 completed), and Certifications and Representations in Section K. The Offeror must also include, in his/her proposal, the computation for use of Government-Owned Production and Research Property, if applicable (See paragraph L.3.3.1., Use of Government Owned Production and Research Property).
- b. Original and paper copies (see below for specific number of copies) of Technical, Past Performance, and Price (Pricing Matrix completed) as shown in L.2.2.a.
- c. Two (2) copies of the above parts compiled using the Microsoft Office for Windows suite of applications, submitted on a single write CD-ROM to prevent accidental eraser of the data therein, formatted for an IBM PC compatible computer. Files may also be provided in Portable Document Format (.pdf) format. CD copy must mirror the submitted hard copies.

L.2.2. Format for Proposal:

- a. Each proposal shall be submitted in separate parts as set forth below. Each proposal must include all Parts. Information provided shall be specific to each part.

Volume I Technical Factor (six (6) hard copies and two (2) CD copies) (maximum 75 pages)

Subfactor 1: Manufacturing Plan

Subfactor 2: Quality Assurance and Critical Safety Characteristics Plan

Subfactor 3: Management Plan

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Volume II Past Performance Factor (four (4) hard copies and two (2) CD copies) (unlimited number of pages)

Subfactor 1: Quality

Subfactor 2: On-Time Delivery

Volume III Price Factor (completed Pricing Matrix) (two (2) hard copies and two (2) CD copies)

b. Length. Each part shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation will not be evaluated. Annexes, documentation, and attachments that are submitted by the Offeror will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: Volume title pages, table of contents pages, cross-referencing pages, acronym lists, and page dividers (used to separate proposal sections). Pages should not exceed 8 1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 12 point.

c. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Offeror shall provide a proposal that, at a minimum, addresses those evaluation Factors and Subfactors required in Section M. Each proposal shall address the requirements of the Statement of Work (SOW) included in the solicitation.

L.3. Specific Proposal Instruction: Offerors are responsible for including sufficient details (i.e., drawings, test data) to permit a complete and accurate evaluation. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarifications. The Offeror shall provide detailed narrative discussions that address both the SOW and the Data Requirements of the Solicitation. In the response to the Solicitation, the Offeror must address the following Factors and Subfactors:

L.3.1. Volume I Technical Factor: The Technical Factor consists of three Subfactors as follows:

L.3.1.1. Subfactor 1 - Manufacturing Plan: The Offeror shall provide an individual Manufacturing Plan for each component as proposed associated with producing and testing the selected individual components in order to meet the requirements of the Solicitation. This Plan shall include a description of the essential manufacturing facilities, equipment, processes and skills. The Plan must be realistic, achievable and supportable. Proposals will address, as a minimum, the following for each component proposed:

a. A detailed description and process map of the proposed manufacturing processes and the steps required for its manufacture, assembly, inspection, marking and packaging as well as sequence of operations for all assemblies, subassemblies and parts. This description should indicate which elements will be manufactured in-house, which will be sub-contracted, or purchased material / parts.

b. Identification of both prime and key subcontractors essential manufacturing and test facilities, equipment and tooling. Information and data that these facilities, equipment, and tooling can meet the production forecasts as stated in the Solicitation and perform for the life of the contract.

c. Identification of essential skills required and their availability. Provide a description of training and certification, if applicable.

d. Identify all Critical Process Areas and describe the process controls, and equipment maintenance plans which will be used in the manufacture of the individual component or components that the offeror is proposing.

e. A listing of the proposed subcontractors and their involvement in the manufacture of individual components associated with the IDIQ program. In addition to the listing, the Offeror shall indicate the basis for the Make or Buy decision and list any alternative suppliers, as appropriate.

f. Identify monthly maximum capacity without additional facilities, equipment and tooling for the prime and subcontractors. Provide information and data that these facilities, equipment, and tooling and can meet the required production delivery rates / schedule and perform for the life of the contract.

g. A description of the process for insertion of new technology or process improvements. Technology Insertions may be the result of Engineering Change Proposals or of solving producibility problems that provide technology advances which result in improving product safety, reliability, or performance.

L.3.1.2. Subfactor 2 - Quality Assurance and Critical Safety Characteristics Plan: The Offeror shall provide a detailed Quality Assurance and Critical Safety Characteristics Plan (per component proposed) that will describe the approach for meeting the Quality Assurance requirements as defined in the Solicitation. The Offeror shall describe in detail the Quality Management System that is planned to be used for individual component or components. This Solicitation will result in a contract that will require the contractor to use a Quality Assurance System to ensure the quality of the items. If you do not provide a description of your quality system, or your description does not cover the areas shown below (L.3.1.2.a-g), your offer may be ineligible for contract award. The Offeror shall

Name of Offeror or Contractor:

provide as a minimum in their plan:

- a. Identification of each Safety Critical Characteristic and associated process to include each piece of equipment involved in its fabrication, assembly, inspection and test and specific process for inspection of each critical safety characteristic. The approach to control the process and system to notify of non-compliance shall be indicated.
- b. Process to control Safety Critical Characteristics at the subcontract level.
- c. Identification of the Quality Management System and whether or not it is certified to or compliant with Industry Standards such as ISO 9001, or equivalent system. Describe the system in sufficient detail to determine its suitability for use in performing the resulting contract particularly if it is a unique system. Provide proof of certification.
- d. Description of the Quality system for incoming inspection, fabrication, assembly, inspection, test, packaging, marking and shipping of the individual component or components. Describe the process that will be used to flow-down all quality requirements to subcontractors and suppliers and how it will be used to verify adequate control of vendor product to meet specified requirements. Describe how the quality system described relates to the quality plan for the individual component or components.
- e. Process for identification, inspection and prevention and control of critical performance processes (those processes that could result in loss of performance, test failures, or reduced reliability) shall be addressed along with the identification of the associated production and test equipment and the approach to identify the source of variation, and improve and control the process.
- f. Process for identifying, analyzing (failure investigation), segregating and disposition of non-conforming material. These details should include description of any forms, tags, reports, committees and special storage areas for non-conforming material as well as the procedure for line stoppage, Government notification and restart.
- g. Identification of Quality tools and systems to be used such as statistical process control (SPC), material review boards, equipment calibration process, incoming material control, Failure Reporting Analysis and Corrective Action System (FRACAS), defect prevention plan, continuous quality improvement, failure analysis, root cause analysis. Offeror shall also identify any initiatives to be used to minimize quality problems.

L.3.1.3. Subfactor 3 - Management Plan: The Offeror shall provide an Integrated Management Plan with details on how the manufacture of the individual component or components will be managed. As a minimum this shall include:

- a. Details on all management and business processes that the Offeror intends to use to execute the program and control technical, cost and schedule risk. Integrated Master Plan should describe the required levels of engineering, hardware, and resources, including risk management to ensure a production program that meets all Solicitation requirements. Describe the programs process to document and control the manufacturing processes with respect to their impact on performance, safety, and storage life expectancy.
- b. The Offeror shall indicate the basis for the Make or Buy decision and list any alternative suppliers as appropriate. Description of how the subcontractor and supplier base will be system managed to include projected business arrangements (to include interdivisional transfer, teaming, and other supplier efforts), work share, direct lines of authority and communication to all involved subcontractors and component manufacturers.
- c. An Integrated Master Schedule (IMS) which as a minimum should include all activities required to satisfy the indicated delivery schedule along with supporting events such as test, approval, and key meetings. Also include key subcontractor and supplier schedules. An analysis shall also be furnished to describe that the proposed schedule is supportable and achievable considering other contract requirements, downtime, and delays. The IMS must clearly illustrate the interdependencies of all activities, events, and milestones. The IMS must define the program critical path for the period of performance of this contract and provide a supporting narrative that explains the critical path and any unusual program aspects affecting it. The offeror shall also submit their Risk Management Plan which should describe how risk is identified, mitigated, and managed. This plan should also include what the Offeror considers to be the significant risk areas in producing the specific component as being proposed and their plans for mitigating the risk.
- d. Identification of key organization positions, the reporting chain, and their skills and experience relevant to this acquisition and any relevant Integrated Product Team (IPT) information to include its structure and interrelationships.
- e. Identification of any Six Sigma, Lean Design, cost reduction, material obsolescence, material scrap reduction, reliability improvement and continuous quality improvement efforts to be applied to this acquisition. Information on previous program application(s) of these efforts, the results, and why it would be appropriate for the specific component(s) as proposed.
- f. Description of the Configuration Management System that would be used for the individual component or components proposed. This should include a description of how engineering changes, deviations and waivers to drawings and specifications are developed, processed, and implemented as well as the process to identify, control, audit and track hardware configurations. The Configuration Management Organization shall be described as well as how Configuration Management requirements are flowed down, managed, and controlled at the subcontractor level.

Name of Offeror or Contractor:**L.3.2. Volume II - Past Performance Factor:**

a. Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. The Offerors are reminded that both independent data and data provided by the Offerors in their proposals may be used to evaluate the Offerors past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph may result in rejection or receipt of a high performance risk evaluation by the Government.

b. The Offeror shall submit the following information for each recent, relevant contract:

- The Offerors Cage or Duns number
- Government contracting activity, address, and telephone number
- Procurement Contracting Officers name and telephone number
- Government contracting activity technical representative/COR and telephone number
- Government Contractor Administration activity, and the name and telephone number of the ACO
- Contract number
- Contract type (FFP, CPFF, CPIF, etc.)
- Award price
- Final or projected final price
- Original delivery schedule
- Final or projected final delivery schedule
- Percentage of contract value that was subcontracted/partnered & place(s) of performance

c. The Offeror shall also provide the above required information for any and all contracts it has had terminated in whole or in part, for any reason during the past three (3) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort.

d. New Corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts.

e. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. Significant is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g. 25% or more) and/or in terms of criticality of the subcontracted work to the whole. With regard to prime contract assignments that will be performed by the Offeror and not a proposed subcontractor, the Offeror shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from the relocation in terms of key personnel, facilities, and equipment

f. For the purpose of submitting proposals, recent is defined as occurring within the past three (3) years prior to the solicitations initial closing date for the purpose of identifying the period for which past performance information must be provided to the Government. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as having previously produced same or similar items. Same or similar items are defined as items that have been produced in same or similar quantities utilizing the same or similar manufacturing processes, essential skills, and unique techniques needed to produce the specified proposed component/item. An item defined as same shall also have performed under the same performance parameters and environmental conditions as the specified component/item being proposed. A similar item shall have performed to similar parameters and environmental conditions. The Government reserves the right to determine whether an item is the same or similar.

g. Offerors are cautioned that the Government may use data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided.

The Past Performance Factor consists of Two Subfactors as follows:

L.3.2.1. Subfactor 1 - Quality:

a. Offerors shall provide information on their recent, relevant performance in the area of quality assurance.

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- b. Offerors shall submit evidence of Quality Awards, Customer Satisfaction Awards and Quality Certifications for consideration.
- c. The Offeror shall disclose information about previous Requests for Waiver (RFW), Requests for Deviation (RFD), Quality Deficiency Reports (QDR), Corrective Action Requests (CAR), First Article Test (FAT) failures, Lot Acceptance Test (LAT) failures, Cure Notices or Show Cause Notices issued by the Contracting Officer, Defect Rates and/or other product quality or Quality Program related problems.
- d. Any action taken by the Government or other Competent Authority that granted or revoked ISO 9001 or other Quality Systems. Provide status and dates.

L.3.2.2. Subfactor 2 - On-Time Delivery:

- a. The Offeror shall provide information regarding recent, relevant past performance in the areas of timeliness of deliveries. The Offeror must provide information on deliveries made, deliveries scheduled, and deliveries re-scheduled during the 3-year period of recent past performance. The Offeror shall also provide information on how schedule problems were resolved and conformance to revised schedules.
- b. The Offeror should provide original contract schedule as well as actual deliveries. If there was a slippage, the Offeror shall provide all pertinent information regarding the slippage and causes; and whether a revised delivery schedule was incorporated into the contract.
- c. If the Offeror accelerated deliveries or increased production rates to meet the Governments needs, the Offeror should describe how their delivery/performance exceeded contract delivery requirements.

L.3.3. Volume III Price Factor:

- a. The offeror will enter unit prices for all quantities for Ordering Period 1 and First Article Test costs on the Price Evaluation Spreadsheet, Attachment 0025. All unit prices will be binding. Proposed unit prices are limited to two decimal places.
- b. The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.
- c. The product proposal shall consist of an electronic copy of the completed Price Matrix and a paper copy of the completed Price Matrix. The electronic copy of the completed Price Matrix shall be submitted on a single-write CD Rom to prevent accidental erasure or change of data therein.

L.3.3.1. Use of Government-Owned Real Property & Government-Owned Production and Research Property

In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an Offeror possessing Government-Owned Real Property and Government-Owned Production and Research Property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

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

Offer is predicated on use of Government-Owned Real Property and Government-Owned Production and Research Property in Offerors possession.

Offer is predicated on use of Government-Owned Real Property and Government-Owned Production and Research Property in Offerors subcontractors or vendors.

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

Type of Contract or Agreement: _____

Name and Date: _____

Cognizant Government Agency (including address):

Name of Offeror or Contractor:

The Offeror is required to submit the following with his offer (including prospective subcontractors):

(1) A list or description of all Government-Owned Real Property and Government-Owned Production and Research Property that the Offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

(3) Provide calculations and rationale for Government owned Production and Research Property in accordance with FAR clause 52.245-9. The Offeror shall provide calculations and rationale for rental adjustment for the entire period of contract performance. Show calculations for base period and each option period. For purposes of calculating the hours of usage, for items with a single numeric quantity, Offerors shall use the quantity stated. For items with a quantity range, the Offeror shall use the maximum quantity within that periods highest quantity range. For example:

(4) The voluntary consensus standard or industry leading practices and standards to be used in the management of Government-Owned Real Property and Government-Owned Production and Research Property, or existing property management plans, methods, practices, or procedures for accounting for property.

*** END OF NARRATIVE L0001 ***

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.247-6	FINANCIAL STATEMENT	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	DEC/2006
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program 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)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of firm-fixed price IDIQ contracts for the individual components resulting from this solicitation.

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(End of Provision)

L-11 52.233-2 SERVICE OF PROTEST SEP/2006

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Donna S. Ponce, CCRC-AR, Rock Island, IL 61299-8000.

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

(End of Provision)

L-12 52.215-4571 EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS OCT/1997
LOCAL

A Pre-Proposal (Industry Day) Conference will be held at Rock Island Arsenal on January 7, 2008 from 0800 - 1500 hours. Each Company is restricted to two (2) attendee(s). Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of provision)

(LS6013)

L-13 52.215-20 REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING

(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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

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data, the following applies:

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

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

(End of Provision)

L-14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-15 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 provision.

(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 clause)

L-16 52.209-4576 WAIVER OF FIRST ARTICLE APPROVAL SEP/1995
LOCAL

In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

Dates _____

(End of provision)

(LS7009)

L-17 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
LOCAL

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading 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.

(b) Notice of award to the awardee 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 Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities

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(FedBizOpps), and the Army Single Face to Industry (ASFI) web site. 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 at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

Vendors Electronic Mail Address: _____

(End of provision)

(LS7100)

L-18 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS OCT/2008
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-3218/8691/8046. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 60, 2nd Floor, Northwest Bay near Northwest Stairway, "Bid, Quote, and Proposal Receiving Area", (309)782-3218/8691/8046.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) 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-19 52.215-4578 COST DATA BREAKDOWN OCT/1997
LOCAL

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-20 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

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.

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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)

L-21 52.233-4503 AMC-LEVEL PROTEST PROGRAM MAR/2006

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

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

L-22 52.245-9100 SUBMISSION REQUIREMENTS FOR USE OF GOVERNMENT-OWNED PROPERTY AUG/2007

(a) In accordance with FAR 45.103(a)(2), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government property. Throughout this clause, the term Government property includes Government-owned real property and Government-owned production and research property.

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

[] Offer is predicated on the use of Government property in the offerors possession.

[] Offer is predicated on the use of Government property in the possession of the offerors proposed subcontractors or vendors.

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

- Type of contract or agreement:

- Number and date:

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SECTION M - EVALUATION FACTORS FOR AWARD

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

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<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: -1-

(End of Provision)

M-3	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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The following are the evaluation factors for award:

Section M Evaluation Factors for Award

M.1. Basis for Award:

- a. The basis for award of a contract resulting from this solicitation will be an integrated assessment of the evaluation results of the Factors and Subfactors specified in paragraph M.2. Award will be made to the responsible Offeror whose proposal represents the best value to the Government.
- b. The Government will weigh the relative benefits of each proposal. The contract award will be based on an integrated assessment of Factor and Subfactors. The Government reserves the right to make an award to other than the lowest priced Offeror, or to other than the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.
- c. All proposals received pursuant to this solicitation will be evaluated in the same manner. The result will be a determination of the overall quality of each proposal in terms of its potential to best satisfy the needs of the Government.
- d. The Past Performance evaluation may use data/information from sources other than those provided with the Offerors proposal (e.g. PPIMS, past customers, and previous Contracting Officials) including the evaluators own knowledge.

M.1.1. Discussions:

- a. Each initial offer should contain the Offerors best terms for award of a contract under the solicitation. The Procuring Contracting Officer reserves the right to contact Offerors for clarification, without opening discussions. The Government intends to award a contract without discussions (except for clarification as described in FAR 15.306(a) and FAR 52.215.1). However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.
- b. If discussions are to be conducted, the Government may establish a competitive range comprised of the most highly rated proposals. The competitive range shall be determined based on an analysis of each Offerors Technical, Past Performance, and Price factors. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the highest rated proposals. All Offerors in the competitive range will be advised of any significant weaknesses or deficiencies in their proposal and will be offered a reasonable opportunity to correct or resolve them and to submit such price or cost, technical, or other revision to their proposal that may result from the discussions. At the conclusion of discussions, a final common cutoff date that allows a reasonable opportunity for submission of written Final Proposal Revisions (FPR) will be established and all Offerors in the competitive range will be notified.

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c. The initial evaluation of the proposals within the competitive range may be revised in light of any additional information/data provided during the discussion phase and/or furnished with the FPR. The Contracting Officer may further limit the competitive range by eliminating proposals during discussions (if held).

d. In accordance with FAR 15.306(d), oral discussion sessions with each Offeror may be held. After completion of oral discussions with each Offeror in the competitive range and in accordance with FAR 15.307(b), all Offerors in the competitive range will be allowed a reasonable amount of time to submit Final Proposal Revisions. If oral discussions are conducted, the Contracting Officer will schedule the oral discussion sessions, and each Offeror will be notified of the time and place at least five (5) business days prior to their oral discussion session. Appropriate security clearances should be provided in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification. The oral discussion sessions will take place at the Governments facility at HQ, ACC.

M.1.2. Other Evaluation Considerations:

a. Proposals that are unrealistic in terms of technical or schedule commitments, unrealistically low in price, or contain unbalanced option prices will be considered indicative of a lack of understanding of the complexity and risk in the contract requirements and may result in elimination from competition.

b. Pre-award surveys may be conducted.

M.2. Factors and Subfactors: Award will be made to the responsible Offeror whose proposal represents the best value to the Government based on the integrated assessment of the following Factors and Subfactors:

Volume I - Technical Factor

Subfactor 1: Manufacturing Plan

Subfactor 2: Quality Assurance and Critical Safety Characteristics Plan

Subfactor 3: Management Plan

Volume II - Past Performance Factor

Subfactor 1: Quality

Subfactor 2: On-Time Delivery

Volume III - Price Factor**M.2.1. Relative Order of Importance:**

a. The Government will evaluate each Offerors proposal by using the evaluation criteria to determine how well the proposal meets the following evaluation Factors which are listed in descending order of importance:

1. Technical Factor
2. Past Performance Factor
3. Price Factor

For evaluation purposes, the Technical Factor is more important than the Past Performance Factor which is more important than the Price Factor. All evaluation Factors other than Price, when combined, are significantly more important than price.

b. There are three Subfactors in the Technical Factor as listed below:

Subfactor 1 Manufacturing Plan

Subfactor 2 Quality Assurance and Critical Safety Characteristics Plan

Subfactor 3 Management Plan

For evaluation purposes, the three Subfactors within the Technical Factor are all equal in importance.

c. There are two Subfactors in the Past Performance Factor as listed below:

Subfactor 1 Quality

Subfactor 2 On-Time Delivery

Quality is slightly more important than On-Time Delivery.

d. There are no Subfactors in the Price Factor.

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M.3. Evaluation Procedures, Criteria, and Ratings:

M.3.1. Evaluation and Approach: Each Offeror will be evaluated against the solicitation criteria to determine if the Offeror has the technical expertise, equipment, and personnel required to manufacture and manage the product in accordance with the delivery schedule as delineated in Section B of the solicitation. The Government will make a qualitative assessment by assigning an adjectival rating for Technical and Past Performance.

M.3.2. Volume I - Technical Evaluation Criteria:

Offerors will be evaluated as follows:

M.3.2.1. Subfactor 1- Manufacturing Plan: The Offeror will be evaluated on the adequacy of their proposed manufacturing plan for the production and testing of selected individual components associated with the IDIQ Program in order to meet the requirements of the Solicitation. The Offerors plan must be realistic, achievable and supportable. The Offeror shall be evaluated on the specific areas as follows:

- a. The completeness of the description and the demonstrated degree of understanding of the manufacturing process and process map for selected individual components associated with the IDIQ Program to include the steps required for its manufacture, assembly inspection, marking and packaging as well as the sequence of operations for all major assemblies, subassemblies and parts. The adequacy of the process description for elements that the Offeror intends to subcontract, or purchase as materials/parts will also be assessed.
- b. The extent to which the prime and key subcontractor facilities, manufacturing equipment, test equipment, and tooling are determined to be both adequate and available to meet the Solicitation requirements for production forecasts, quality requirements, and schedule. Completeness and detail on whether these facilities, equipment and tooling can perform for the life of the contract without replacement.
- c. The identification and availability of the particular skills considered necessary to manage and produce the selected individual components. This shall include production, production support and technical skills. The realism of the plan to ensure that any required personnel training or certifications are obtained.
- d. The Government will evaluate the details of all critical process areas and associated process controls which will be utilized in the production and testing of selected individual components associated with the IDIQ Program for adequacy, sequence and reasonableness.
- e. The completeness of the subcontractor listing and involvement in the production of selected individual component and the basis for the Make or Buy decision and alternative suppliers as appropriate.
- f. Identification of the maximum capacity of the proposed prime and subcontractor facilities, equipment and tooling to produce the selected individual component being proposed and whether the available facilities, equipment, and tooling will require additional work shifts (complete or partial, i.e. test only on second shift).
- g. The USG will evaluate the offerors process for inserting new, state-of-the-art, advanced or alternate technology into production over the life of the contract including development and validation of manufacturing processes. Technology insertions may be the result of Engineering Change Proposals or of solving producibility problems that provide technology advances which result in improving product safety, reliability, or performance.

M.3.2.2. Subfactor 2 - Quality Assurance and Critical Safety Characteristics Plan: The Offeror will be evaluated on their detailed plan for the performance of the Quality Assurance and Critical Safety Characteristics requirements as defined in the Solicitation. The Quality Assurance and Critical Safety Characteristics Plan evaluation shall consider the following:

- a. The Government will assess the completeness of the Safety Critical Characteristic data submitted which shall include identification of each Safety Critical Characteristic, the manufacturing process involved, the specific pieces of equipment and their function involved in fabrication, assembly, inspection and test. Also the level of detail on the specific methods to control the process for each Safety Critical Characteristic, as well as the specific system to notify of non-compliance.
- b. The adequacy of the Quality System to manage and control each Safety Critical Characteristic at the subcontract level to include specific procedures and controls.
- c. The presence and adequacy of a Quality Management System to meet Solicitation requirements and the proof of certification. The details on how well the Offerors described system meets ISO 9001 or an equivalent system.
- d. Adequacy of the description and details of your quality system. The adequacy and realism of the planned in-house processes and procedures to be followed throughout all areas of performance including incoming inspection, fabrication, assembly, inspection, test, packaging, marking, and shipping, as well as how the individual quality requirements are flowed down to the subcontractors and suppliers. Adequacy of the description of how your quality system relates to the overall Quality Plan proposed for the individual item being proposed.

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e. Adequacy and realism of the Offerors approach to identifying critical production processes and associated production and test equipment as well as the approach to controlling those processes to reduce variation and prevent defects.

f. The USG will evaluate the process of failure investigation such as root cause and corrective action processes along with their historical effectiveness. Details on the process for identifying, segregating and disposing of non-conforming material. Completeness of information on how this material is identified, segregated, stored, tracked and if appropriate, disposed of.

g. Description, appropriateness and adequacy of the Quality tools and systems as well as any initiatives to minimize quality problems proposed for use on the individual item being proposed.

M.3.2.3. Subfactor 3 - Management Plan: The Offeror will be evaluated on their management plan which shall delineate how the program will be managed to meet the requirements of the Solicitation. The Integrated Management Plan shall be evaluated on the specific areas as follows:

a. The USG will evaluate the adequacy on the proposed system management and business processes and plans that the Offeror intends to use on the program to control technical, cost and schedule risk. The description of each appropriate system and whether it is already in use, or is a proposed new system; and if so, when it will be available. Details on the Integrated Master Plan that show the required levels of engineering, hardware, resources, and risk management to ensure meeting all Solicitation requirements. An assessment will be performed on how well the offeror describes the program's process to document and control the manufacturing processes with respect to their impact on performance, safety, and storage life expectancy.

b. The USG will evaluate for thoroughness and adequacy of the rationale for either doing the work in-house or subcontracting it, and the appropriateness of the criteria and rationale used to select the subcontractors that will make each part as well as alternative suppliers. The logic and method of the offerors system approach to managing subcontractors, vendors, and suppliers as a technical enterprise or concern. The Government will assess the projected business arrangements, work share, direct lines of authority and communication. This will include analysis of any interdivisional transfers, teaming arrangements, or other supplied effort.

c. The extent to which the Offerors Integrated Master Schedule clearly illustrates the interdependencies of all activities, events, supporting tasks, and milestones; and the extent to which it is both supportable and achievable considering other contractual requirements, downtimes and delays. The Government will also evaluate the realism of the Offerors critical path, and assess the Management Plan and whether schedule data has been supplied on key subcontractors and suppliers. Details and adequacy of the Offerors Risk Management Plan as well as the realism of what the Offeror considers to be the significant risk areas in producing the individual item as proposed and their plan for mitigating the risk will be evaluated.

d. The Government will evaluate the Offerors identification of all key individuals as to their skills and experience associated with the manufacture of the specific component, to include the area of responsibility and the reporting chain. The Government will assess the details on any involved IPTs and the skills and experience of key individuals associated with the component being manufactured. How relative and commensurate the experience is with the level of work required to properly manage the scope specified in the RFP.

e. The Government will assess the appropriateness and effectiveness on the implementation and details of efforts relating to process/product improvements to both this effort and past experiences such as Six Sigma, Lean Design, cost reduction, material obsolescence, material scrap reduction, reliability improvement and continuous quality improvement efforts. Details provided on previous program application(s), effectiveness and results, and why it would be appropriate for the IDIQ Program.

f. The Government will examine the planned implementation, details, and adequacy of the Offers Configuration Management System for the individual item being proposed for understanding and the practical ease of application into this effort. Details provided on the Configuration Management Plan and the system of developing, processing, and implementing engineering changes, deviations and waivers to drawings and specifications. Also, the process to identify, control, audit and track hardware configurations. Specifics on the Configuration Management Organization and how Configuration Management requirements at the subcontractor level will be flowed down, managed, and controlled.

M.3.3. Volume II - Past Performance Evaluation Criteria:

The Offerors past performance will be reviewed for quality, relevancy and recency of their past performance, as well as their major/key subcontractors, as it relates to the probability of success on this contract.

- Relevant contracts are those contracts that had work similar to paragraphs in the Performance Work Statement or Statement of Work
- Recent contracts are work performed in the three years prior to this solicitation
- Major/key subcontractors are defined as one that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

Offerors will be evaluated as follows:

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M.3.3.1. Subfactor 1 - Quality: The Offeror will be evaluated on the probability of quality success on this contract based on their recent and relevant past quality performance. The Offeror shall be evaluated on the specific areas as follows:

- a. The Offerors record of performance in the area of quality assurance. Details relating to specific programs and dates as well as the record of conforming to specifications and standards.
- b. The Offerors demonstrated quality achievements, to include Quality Awards, Customer Satisfaction Awards, Quality Certifications and similar Quality achievements.
- c. The severity of performance due to the existence of Requests for Waiver (RFW), Requests for Deviation (RFD), Quality Deficiency Reports (QDR), Corrective Action Requests (CAR), First Article Test (FAT) failures, Lot Acceptance Test (LAT) failures, Cure Notices or Show Cause Notices issued by the Contracting Officer. Defect Rates and/or other product quality or Quality Program related problems which are indicative of poor Quality performance.
- d. Actions taken by the Government or other competent authority that granted or revoked ISO 9001 or other Quality Systems.

M.3.3.2. Subfactor 2 - On-Time Delivery: The Offeror will be evaluated on the probability of on-time delivery success based on recent and relevant past delivery performance. The Offeror shall be evaluated on the specific areas as follows:

- a. Supporting information for the timeliness of deliveries. Details provided on contract schedules, acceptance documents and modifications. The Offerors ability to overcome problems and adhere to revised schedules after the problem has been identified.
- b. Details on schedule slippages and the reasons for them. Information provided on original delivery schedules and revisions to the schedule and whether the contract was revised with the new schedule. The Offerors ability to overcome problems and adhere to revised schedules after the problem has been resolved.
- c. Information on any efforts to accelerate deliveries or increase production rates when requested by the Government. Details on item, dates and specific rates of production or acceleration quantities.

M.3.4. Volume III - Price Factor Criteria:

1. The Government will evaluate offers based on prices proposed for all quantity ranges for Ordering Period 1, First Article Test (FAT), if applicable, and any other price related factors required by the solicitation.

a. First Article Test cost will be priced separately and will be added if applicable. The evaluation of FAT cost is dependent upon whether or not an offeror will receive approval of a waiver prior to evaluation. Failure to propose FAT may be considered a reason for disqualification.

b. For each proposal, the Government will calculate a weighted evaluation price by multiplying the proposed unit prices for each range by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range.

c. Each CLIN will be evaluated separately. An Evaluated CLIN Price will be determined by adding the Weighted Evaluation Price, First Article Test, if applicable, and any other price related evaluation factors required by the solicitation.

2. Price Analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel.

3. As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between quantity ranges. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

M.3.5. Technical Factor and Subfactor Definitions and Ratings:

M.3.5.1. Definitions: The following rating definitions will be utilized:

a. Deficiency: A material failure of a proposal to meet the United States Government's requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

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b. Strength A specific aspect or attribute of an Offerors proposal which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

c. Weakness A flaw in the proposal that increases the risk of unsuccessful contract performance.

d. Significant Weakness A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

M.3.5.2. Ratings: Technical ratings of Exceptional, Acceptable, Marginal, and Poor will be assigned, which will depict how well each offeror's proposal meets the evaluation criteria included in the solicitation as follows:

<u>Rating</u>	<u>EVALUATION CRITERIA</u>
<u>Exceptional-</u>	Proposal demonstrates excellent understanding of requirements and proposed approach that significantly exceeds performance or capability requirements. Have numerous significant strengths that will benefit the Government and possess no significant weaknesses.
<u>Acceptable -</u>	Proposal demonstrates good understanding of the requirements and proposed approach that meets performance or capability requirements. Has some strengths that will benefit the Government and any weaknesses are readily correctable.
<u>Marginal-</u>	Proposal does not demonstrate a good understanding of requirements and proposed approach and only marginally meets performance or capability requirements necessary for minimal but acceptable contract performance; however significant weaknesses are correctable.
<u>Poor-</u>	Proposal fails to demonstrate an understanding of requirements, and proposed approach does not meet performance or capability requirements. Requirements can only be met with major changes to the proposal.

M.3.5.3. Proposal Risk Adjectives: Proposal risk assesses the risks associated with the Offerors proposed effort as it relates to accomplishing the requirements of this solicitation. Evaluators will make an independent judgment of the probability of success; the impact of failure and the Offerors proposed risk mitigation solutions when assessing proposal risk in the following adjectival rating:

<u>Rating</u>	<u>Definition</u>
<u>Low-</u>	Little potential to cause disruption of schedule, increase price, or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.
<u>Moderate-</u>	Can potentially cause some disruption of schedule, increase price, or degradation of performance. However, special contractor effort and close Government monitoring will probably be able to overcome difficulties.
<u>High-</u>	Likely to cause serious disruption of schedule, increase price, or degradation of performance, even with special contractor emphasis and close Government monitoring.

M.3.6. Volume II - Past Performance Factor Ratings: Risk criteria are based on the evaluation of the Offerors promise to perform based upon recent and relevant past performance. Each Offerors Performance Risk will be rated as Low, Moderate, High, or Neutral based on the Offerors past performance and considering the relative importance of the subfactors under Past Performance.

Past Performance ratings of Poor/High Performance Risk, Marginal/Moderate Performance Risk, Excellent/Low Performance Risk, and Neutral Performance Risk will be assigned as delineated below:

NOTE: Offerors are advised that while an Offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other Offerors who have a performance rating other than Neutral.

M.3.6.1. Subfactor 1 - Quality:

<u>Risk Rating</u>	<u>Definition</u>
<u>Poor/High Performance Risk-</u>	There is extreme doubt that the Offeror can successfully perform in accordance with the quality provisions and perform the required effort. The Offeror has recent and relevant past performance with a history of experiencing many, significant quality related problems such as QDR, CARs, RFWs, RFDs, FAT failures, or lot acceptance failures. There is extreme doubt as to the ability of the Offerors quality system to identify adverse trends and prevent the production of nonconforming material.

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