

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 of 82
2. Contract No.	3. Solicitation No. W52P1J-04-R-0078	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CAA-M ROCK ISLAND, IL 61299-6000 BLDG 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7)	

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

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

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

10. For Information Call:	Name JUDY DEGEETER E-mail address: DEGEETERJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-2089
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	52
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	29	X	J	List of Attachments	63
X	D	Packaging and Marking	32	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	34	X	K	Representations, Certifications, and Other Statements of Offerors	64
X	F	Deliveries or Performance	42				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	73
X	H	Special Contract Requirements	44	X	M	Evaluation Factors for Award	80

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 82**

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(End of clause)

(AM7010)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997
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1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

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

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

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

(End of clause)

(AS7001)

ITEM: FLARE AIRCRAFT (A/C) COUNTERMEASURE (CM) M206
 NSN: 1370-01-048-2138 (L410)
 P/N: 9311623

ITEM: FLARE INFRARED (IR) COUNTERMEASURE (CM) MJU-7A/B
 NSN: 1370-01-296-8395 (L463)
 P/N: 8856664

1. This Request for Proposal (RFP), W52P1J-04-R-0078, is restricted to Industrial Mobilization (US and/or Canada) as authorized by Federal Acquisition Regulation (FAR) 6.302-3. A firm Fixed-Price type contract for 100% of the requirements OR two (2) contracts for 55%/45% split of the requirements is projected from this RFP for the M206 AirCRAFT (A/C) Countermeasure (CM) Flare and MJU-7A/B Infrared (IR) Countermeasure (CM) Flare, which will consist of a base year (FY04 requirements) with evaluated options for FY05 through FY08 projected requirements. Options will be exercised in a similar matter as the base award, i.e. 100% of the requirements for each year to one (1) contract OR a split 55%/45% of the requirements for each year to two (2) contracts. The requirements are as follows:

a. 1,084,000 each FLARE A/C CM M206, F.O.B. ORIGIN, WITH AND WITHOUT FIRST ARTICLE TEST (FAT), to include an Evaluated Option Clause (IF6080) for FY05, FY06, FY07 and FY08 projected requirements. Refer to Section B for specific CLINs and quantities. The Flare A/C CM M206 is to be manufactured in accordance with (iaw) Data List 9311623 dated 23 November 2003 and revisions of documents cited thereon (see attachments 019, 020 and 022), and all exceptions as delineated in Section "C" of this RFP. Also, offerors attention is directed to the NOTE cited in Section C pertaining to M796 Impulse Cartridges to be used in FAT and Lost Acceptance Test for the Flare A/C CM M206. Offerors are cautioned to carefully review the entire Technical Data Package (TDP) prior to submitting a proposal.

b. 557,760 each FLARE IR CM MJU-7A/B, F.O.B. ORIGIN, WITH AND WITHOUT FIRST ARTICLE TEST (FAT), to include an Evaluated Option Clause (IF6080) for FY05, FY06, FY07 and FY08 projected requirements. Refer to Section B for specific CLINs and quantities. The Flare IR CM MJU-7A/B is to be manufactured iaw Data List 8856664 dated 5 January 2003, Revision R and revisions of documents cited thereon (see attachment 021), and all exceptions as delineated in Section "C" of this RFP. Offerors are cautioned to carefully review the entire TDP prior to submitting a proposal.

Name of Offeror or Contractor:2. IMPORTANT NOTICE TO OFFERORS:

a. An interested offeror must submit an offer on all of the above items in order to be considered responsive for any resulting award.

b. Offerors are reminded that Best Value Evaluation Data requested in Section L-17 and Attachment 023 must be submitted with the original proposal. Data submitted may represent either Government or commercial contracts. If the offeror has no recent or relevant work experience, this information should be stated for evaluation purposes. Proposals received with no Best Value information may be considered unacceptable and the offeror will be rated "Poor" for Technical, "Unknown" for Past Performance, and "Marginal" for Small Business Utilization, without opening discussions to allow for the submission of data that should have been submitted with the initial proposal.

c. Under the Best Value approach, the Government is not bound to effect an award to the lowest priced evaluated offer in the event that the evaluated factors set forth in Sections L-17 and M-3 and M-4 and Attachments 023 and 024 justifies payment of a premium. Each offeror is to provide information as stipulated in Sections L-17, M-3 and M-4 and Attachments 023 and 024. Award will be made to the offeror/s whose proposal is determined to be the Best Value to the Government based upon the cited criteria. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning an offerors intent, capabilities, facilities or experience. Clear identification is the sole responsibility of the offeror; however, the Government may utilize information obtained from other sources in addition to the offerors data for Past Performance evaluation. Offerors are cautioned to ensure that their proposal is complete, including fill-ins and blanks in this RFP.

d. The evaluation team may determine that an on-site visit or a capability study of the offeror's facility, for those offeror's determined to be in the competitive range, may be necessary for clarification purposes to confirm or clarify information in the offeror's proposal; however, offeror's are cautioned that the Government intends to award without site visits, if practical.

e. Offerors should take note of Section L, Clause L-5, FAR 52.215-1 entitled "Instructions to Offerors-Competitive Acquisition", of this RFP. The Government intends to award a contract(s) resulting from this RFP without discussions with offerors (except clarifications described in FAR 15.306(a)). Therefore, offerors initial proposal should contain the best terms for all factor/subfactors. However, the Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

f. The proposal submitted in response to this RFP are to be in English and in US Dollars. Refer to Section L, Clauses L-3 and L-4.

g. In accordance with Section I, Clause I-89, DFARS 252.204-7004, entitled "Required Central Contractor Registration", failure to register in the Central Contractor Registration Database will make an offeror ineligible for award.

h. The unclassified CD-ROMs, attachments 020 and 021 and ECP R3Y2032 (attachment 019) and ECP R3Q2072 (attachment 022) will be mailed to the offerors that have requested the CD-ROMs and ECPs and who have their certifications in order to receive distribution "D" TDP as verified by the U.S./Canada Joint Certification Office, Battle Creek, Michigan. The TDP contains information that has been designated as "Militarily Critical Technical Data". Businesses are required to be certified by the Department of Defense United States/Canada Joint Certification Office. If contractors want to become certified in order to receive the TDP for the Flare A/C CM M206 and the Flare IR CM MJU-7A/B, they must contact Commander, Defense Logistics Information Service (DLIS), ATTN: US/Canada Joint Certification Officer, 74 Washington Avenue North, Battle Creek, MI 49017-3084 or call the DLIS at (800) 352-3572.

i. Classified Technical Data is required for each solicited item as specified in the particular TDP listing. The classified portion of the TDP will not be furnished automatically, but must be requested in writing from the Procuring Contracting Officer. The classified drawings will be provided only to those offerors who hold an appropriate SECURITY CLEARANCE. Offerors are to only request that classified data which they do not already have from previous contracts.

j. WARNING: The TDP contains technical data whose export is restricted by the Arms Export Control Act, (Title 22, U.S.C. SEC 2751 ET SEQ.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., APP 2401 ET SEQ. Violations of these Export Laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

k. DESTRUCTION NOTICE. The TDP package is to be destroyed by any method that will prevent disclosure of contents or reconstruction of the document.

l. The solicited items, stated above, are considered HAZARDOUS. This RFP requires AFSC Form 715-7, 'WARNING, THIS CONTRACT INVOLVES HAZARDOUS MATERIAL', (ATTACHMENT 001). Also, a PRE-AWARD SAFETY SURVEY will be required and conducted by Defense Contract Management Agency as prescribed in DFARS 223.370-4, Procedures (Safety Precautions for Ammunition and Explosives (http://www.acq.osc.mil/dp/dars/dfars/html/223_3.htm)).

m. The solicited items are considered SENSITIVE AMMUNITION/EXPLOSIVES and requires a PHYSICAL SECURITY PRE-AWARD SURVEY. This survey will be conducted by the cognizant Defense Security Service Office. The Defense Contract Management Agency will arrange for a

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 82**

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

PRE-AWARD SURVEY as prescribed in DFARS 232.72, Safeguarding Sensitive Conventional Arms, Ammunition, and Explosive. In accordance with section (c) of Part 252.223-7007 a Statement of Work that specified requirements found in DoD 5100.76M is attached to this RFP (Attachment 011) entitled, Security Statement of Work (SOW), Physical Security Standards for DoD Security Risk Category III/IV Ammunition and Explosives (A&E) at Contractor-Owned, Contractor Operated (COCO) Facilities.

n. DD Form 254s, entitled "Contract Security Classification Specification", are enclosed with this RFP, (Attachments 017 and 018). Copies of the Infrared Countermeasure Flares/Decoys and Chaff Security Classification Guide dated 27 May 2004 and the Chaff Cartridge, M-1 Decoy Cartridge, M839, Flare, Aircraft Countermeasure, M-206, Dispenser, General Purpose, M-130 Security Classification Guide dated 02 October 1995 will be forwarded with the classified data.

o. Offerors attention is direction to Section M, Clause M-9, entitled "Evaluation Procedures for Use of Government-owned Production and Research Property". IOC Form 715-4 is attached to this solicitation at attachment 016. Instructions for completing this form, if necessary, are set forth on page 2 of this form. Government owned Property identified on IOC Form 715-4 will become an evaluated subfactor under the Price Factor.

p. Certified Cost and Pricing Data is not required to be submitted with proposal, but may be requested by the Procuring Contracting Officer, if determined to be necessary. Clauses related to Cost Accounting Standards, Disclosure Statement, etc., are included in this RFP to cover that contingency.

q. Final disposition of excess ammunition components and explosives, including defective/rejected material, shall be iaw Section H, Clause H-2, entitled "Disposal of Remaining GFM Ammunition and Explosives following contract Completion or Termination" OSC clause 223.370-4(a)(3). The following minimum information will be required when providing notification of excess or rejected material/components: NSN, PART NUMBER, CONDITION CODE, QUANTITY, HAZARD CLASSIFICATION, and if there is an approved PACKAGING CONFIGURATION for the current state of the material/components.

r. Note to Large Business Offerors: A Small Business Subcontracting Plan is required with the original proposal per Section I, clause I-27, FAR 52.219-9 entitled "Small Business Subcontracting Plan" and I-26, FAR 52.219-9 entitled "Small Business Subcontracting Plant (ALT II)".

s. All OFFERORS should take note of Section E-5 entitled "Higher-Level Contract Quality Requirements".

3. SIGNIFICANT ASPECTS OF THIS RFP:

a. A BEST VALUE approach will be utilized to evaluate proposal submitted in response to this RFP. Offerors must include Best Value Evaluation Data, as set forth in Section L-17, M-3, M-4 and attachments 023 and 024, with their original proposal. Award will be made based upon the following factors/subfactors:

Factor 1: Technical

Subfactor 1a: Manufacturing Plan

Subfactor 1b: Quality Plan

Subfactor 1c: Safety Plan

Subfactor 1d: Management Plan

Factor 2: Past Performance

Subfactor 2a: Quality and/or Quality Program Problems

Subfactor 2b: On-Time Delivery

Factor 3: Price

Factor 4: Small Business Utilization

4. The above narrative summary is provided for administrative assistance only and is not intended to alter the terms and conditions of the RFP. Any inconsistency between this executive summary and other RFP provisions shall be resolved in favor of the RFP provision. Provisions of the TDP and RFP shall prevail.

5. Proposal must be submitted and received at HQ. ARMY FIELD SUPPORT COMMAND (AFSC), AMSFS-CCA-M, BLDG. 350, ROCK ISLAND, IL 61299-6500 by 2004 at 3:45 CENTRAL TIME. Offers will be valid for sixty (60) days unless the offeror clearly indicates otherwise in their proposal.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078 MOD/AMD	Page 5 of 82
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Name of Offeror or Contractor:

*** END OF NARRATIVE A 002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1370-01-048-2138 NOUN: FLARE A/C CM M206 FSCM: 19203 PART NR: 9311623 SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p><u>Without First Article Approval</u> (Delivery of 0001AA & 0001AB Not Required)</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B001)</p> <p>NOTE TO OFFEROR: PLEASE DISREGARD THE FIRST SET OF PRICING LINE FOR CLIN 0001. PRICES ARE REQUESTED WITH AND WITHOUT FIRST ARTICLE TESTING, FOB ORIGIN.</p> <p>(End of narrative B002)</p>	1084000	EA	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0078 MOD/AMD

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0001AC	<p>012 90,370 0600</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: M206 A/C CM FLARE PRON: U14A1U514I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>FW202632622054</td> <td>W22PVK</td> <td>L</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>90,330</td> <td>0150</td> </tr> <tr> <td>002</td> <td>90,330</td> <td>0180</td> </tr> <tr> <td>003</td> <td>90,330</td> <td>0210</td> </tr> <tr> <td>004</td> <td>90,330</td> <td>0240</td> </tr> <tr> <td>005</td> <td>90,330</td> <td>0270</td> </tr> <tr> <td>006</td> <td>90,330</td> <td>0300</td> </tr> <tr> <td>007</td> <td>90,330</td> <td>0330</td> </tr> <tr> <td>008</td> <td>90,330</td> <td>0360</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	FW202632622054	W22PVK	L		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	90,330	0150	002	90,330	0180	003	90,330	0210	004	90,330	0240	005	90,330	0270	006	90,330	0300	007	90,330	0330	008	90,330	0360				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	009 90,330 0390 010 90,330 0420 011 90,330 0450 012 90,370 0480 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 <u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
0002	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM REPORTS (1423) SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1370-01-048-2138 NOUN: M206 A/C CM FLARE FSCM: 19203 PART NR: 9311623 SECURITY CLASS: Unclassified</p>	596200	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>With First Article Approval</u> Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p><u>Without First Article Approval</u> (Delivery of 0003AA & 0003AB Not Required)</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B001)</p> <p>NOTE TO OFFEROR: PLEASE DISREGARD THE FIRST SET OF PRICING LINES FOR CLIN 0003. PRICES ARE REQUESTED WITH AND WITHOUT FIRST ARTICLE TESTING, FOB ORIGIN.</p> <p>(End of narrative B002)</p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
0003AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																
0003AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M206 A/C CM FLARE PRON: U14A1U514I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>FW202632622054</td> <td>W22PVK</td> <td>L</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>49,683</td> <td>0270</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>49,683</td> <td>0300</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>49,683</td> <td>0330</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>49,683</td> <td>0360</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td>49,683</td> <td>0390</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td>49,683</td> <td>0420</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td>49,683</td> <td>0450</td> <td></td> <td></td> <td></td> </tr> <tr> <td>008</td> <td>49,683</td> <td>0480</td> <td></td> <td></td> <td></td> </tr> <tr> <td>009</td> <td>49,683</td> <td>0510</td> <td></td> <td></td> <td></td> </tr> <tr> <td>010</td> <td>49,683</td> <td>0540</td> <td></td> <td></td> <td></td> </tr> <tr> <td>011</td> <td>49,683</td> <td>0570</td> <td></td> <td></td> <td></td> </tr> <tr> <td>012</td> <td>49,687</td> <td>0600</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	FW202632622054	W22PVK	L		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	49,683	0270				002	49,683	0300				003	49,683	0330				004	49,683	0360				005	49,683	0390				006	49,683	0420				007	49,683	0450				008	49,683	0480				009	49,683	0510				010	49,683	0540				011	49,683	0570				012	49,687	0600							
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012	49,687	0600																																																																																																			

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<p><u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: M206 A/C CM FLARE PRON: U14A1U514I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202632622054 W22PVK L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 49,683 0150 002 49,683 0180 003 49,683 0210 004 49,683 0240 005 49,683 0270 006 49,683 0300 007 49,683 0330 008 49,683 0360 009 49,683 0390 010 49,683 0420 011 49,683 0450 012 49,687 0480</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM REPORTS (1423) SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **
0005	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1370-01-048-2138 NOUN: M206 A/C CM FLARE FSCM: 19203 PART NR: 9311623 SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p><u>Without First Article Approval</u> (Delivery of 0005AA & 0005AB Not Required)</p>	487800	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B001)</p> <p>NOTE TO OFFEROR: PLEASE DISREGARD THE FIRST SET OF PRICING LINES FOR CLIN 0005. PRICES ARE REQUESTED WITH AND WITHOUT FIRST ARTICLE TESTING, FOB ORIGIN.</p> <p>(End of narrative B002)</p> <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0180</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>			001	1		0180					<p>\$ _____</p>	<p>\$ _____</p>
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REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001					3																														
<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>																																
001	1		0180																																
0005AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M206 A/C CM FLARE PRON: U14A1U514I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1</p>																																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 FW202632622054 W22PVK L 2				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 40,650 0270				
	002 40,650 0300				
	003 40,650 0330				
	004 40,650 0360				
	005 40,650 0390				
	006 40,650 0420				
	007 40,650 0450				
	008 40,650 0480				
	009 40,650 0510				
	010 40,650 0540				
	011 40,560 0570				
	012 40,650 0600				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
	<u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
0005AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																			
	NOUN: M206 A/C CM FLARE PRON: U14A1U514I PRON AMD: 01 AMS CD: 41476038030 TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>FW202632622054</td> <td>W22PVK</td> <td>L</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>40,650</td> <td>0150</td> </tr> <tr> <td>002</td> <td>40,650</td> <td>0180</td> </tr> <tr> <td>003</td> <td>40,650</td> <td>0210</td> </tr> <tr> <td>004</td> <td>40,650</td> <td>0240</td> </tr> <tr> <td>005</td> <td>40,650</td> <td>0270</td> </tr> <tr> <td>006</td> <td>40,650</td> <td>0300</td> </tr> <tr> <td>007</td> <td>40,650</td> <td>0330</td> </tr> <tr> <td>008</td> <td>40,650</td> <td>0360</td> </tr> <tr> <td>009</td> <td>40,650</td> <td>0390</td> </tr> <tr> <td>010</td> <td>40,650</td> <td>0420</td> </tr> <tr> <td>011</td> <td>40,650</td> <td>0450</td> </tr> <tr> <td>012</td> <td>40,650</td> <td>0480</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 <u>FREIGHT ADDRESS</u> XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	FW202632622054	W22PVK	L		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	40,650	0150	002	40,650	0180	003	40,650	0210	004	40,650	0240	005	40,650	0270	006	40,650	0300	007	40,650	0330	008	40,650	0360	009	40,650	0390	010	40,650	0420	011	40,650	0450	012	40,650	0480				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																			
001	FW202632622054	W22PVK	L		2																																																			
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																																						
001	40,650	0150																																																						
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM REPORTS (1423) SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **
0007	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1370-01-296-8395 NOUN: FLARE IR CM MJU-7A/B FSCM: 98747 PART NR: 8856664 SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p><u>Without First Article Approval</u> (Delivery of 0007AA & 0007AB Not Required)</p> <p>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</p> <p>(End of narrative B001)</p> <p>NOTE TO OFFEROR: PLEASE DISREGARD THE FIRST SET OF PRICING LINES WITH CLIN 0007.</p>	557760	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0007AA	<p>PRICES ARE REQUESTED WITH AND WITHOUT FIRST ARTICLE TESTING, FOB ORIGIN.</p> <p>(End of narrative B002)</p> <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0180				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001					3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																					
001	1	0180																					
0007AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MJU-7A/B IR CM FLARE PRON: U14A1U544I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>																						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0078 MOD/AMD

Page 19 of 82

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202632622055 W67G23 L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 46,480 0270 002 46,480 0300 003 46,480 0330 004 46,480 0360 005 46,480 0390 006 46,480 0420 007 46,480 0450 008 46,480 0480 009 46,480 0510 010 46,480 0540 011 46,480 0570 012 46,480 0600 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003 <u>FREIGHT ADDRESS</u> XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003 0007AC <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: MJU-7A/B IR CM FLARE PRON: U14A1U544I PRON AMD: 01 AMS CD: 41476038030 TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1 (End of narrative B001) <u>Packaging and Marking</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0180</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MJU-7A/B IR CM FLARE PRON: U14ALU544I PRON AMD: 01 AMS CD: 41476038030</p> <p>TRANSPORTATION CHARGEABLE TO: FDT/TAC: FD81</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202632622055 W67G23 L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 25,564 0270 002 25,564 0300 003 25,564 0330 004 25,564 0360 005 25,564 0390</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006	25,564 0420				
007	25,564 0450				
008	25,564 0480				
009	25,564 0510				
010	25,564 0540				
011	25,564 0570				
012	25,564 0600				
0009AC	FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003 <u>FREIGHT ADDRESS</u> XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
0009AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: MJU-7A/B IR CM FLARE PRON: U14ALU544I PRON AMD: 01 AMS CD: 41476038030 TRANSPORTATION CHARGEABLE TO: FDT/TAC: F8D1 (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202632622055 W67G23 L 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 25,564 0150 002 25,564 0180				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-04-R-0078 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
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CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 29 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

The following drawing(s) and specifications are applicable to the procurement of:
NSN 1370-01-048-2138, FLARE A/C CM M206:

Drawings and Specifications in accordance with Technical Data Package Listing - TDPL 9311623 with revisions in effect as of 23 OCTOBER 2003, SECTION J, ATTACHMENT 020, (except as follows):

ENGINEERING CHANGE PROPOSAL (ECP) R3Q2072 dated 4 February 2004 with Notice of Revisions (NOR), as stated within SECTION J, ATTACHMENT 022 of this solicitation.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

The following paragraphs specify Performance Oriented Packaging (POP) Test and Wood Heat Treatment for Nematode 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 to the U.S. Army Tank-automotive and Armaments Command - Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-WEP, Picatinny Arsenal, NJ 07806-5000. 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."

"WOOD PACKAGING MATERIALS: The following applies if heat-treatment of wood is specified in this contract: 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. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

DOCUMENT	DELETE	REPLACE WITH	ADD
1948-4116	- -	- -	X rev 07
1948-4116/115B	- -	- -	X rev 03
MIL-STD-129	X	12982865	- -
7553298	Note 8	- -	- -
9347042	Ausimont USA Inc. in Note 3	Solvay Solexis	- -

dwg 9326772 Delete Vendor "Dupont Dow Elastomers L.L.C"

For drawing 9311428, 9311434, and 9311451 add "Distribution Statement A. Approved for public release; distribution is unlimited."

NOTE: When purchasing M796 Impulse Cartridges to be used in FAT and LAT for the M206, the contractor is required to purchase M796s IAW the latest revision of the TDP 9311660 Rev. H and MIL-C-63108B with applicable ECPs and NORs R7Q2027 and R9Q2028. Also attention is directed to , SECTION J, ATTACHMENT 019 of this solicitation for Engineering Change Proposal R3Y2032 dated 09 March 2004 with Notice of Revisions.

The following drawing(s) and specifications are applicable to the procurement of: NSN: 1370-01-296-8395, FLARE IR CM MJU-7A/B:

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8856664 with revisions in effect as of 5 JUNE 2003,SECTION J, ATTACHMENT 021, (except as follows):

THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT:

DATA LIST 8856664, DATED 5 JUNE 2003, REV R AND REVISIONS OF DOCUMENTS THEREON.

NOTE: GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADL MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

(End of statement of work)

(CS6100)

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

Supplies procured under this contract are identified as SENSITIVE CATEGORY IV (applicable to all NSN), requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

Name of Offeror or Contractor:

C-3 *** THIS REFERENCE (CS7115) IS NO LONGER VALID ***

C-4 *** THIS REFERENCE (CS7116) IS NO LONGER VALID ***

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
LOCAL

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

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

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

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

(End of clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

APPLICABLE TO NSN: 1370-01-048-2138, FLARE A/C CM M206:

Packaging shall be in accordance with 9313716 revision F, dated 8 JAN 1999.
When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9313716, REVISION F, DATED 8 JAN 1999. 2-D BAR CODE MARKING IS REQUIRED IN ACCORDANCE WITH 8798655, REV BL, DATED 1 MAY 2003.

EXCEPTION: The following shall apply to drawing 9313716, Revision F, dated 8 Jan 1999:

UN PERFORMANCE ORIENTED PACKAGING (POP): Contractor is responsible for UN POP marking, testing and reporting as in accordance with the Engineering Exceptions found on Section C. DI-PACK-81059 applies.

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

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking, found on 9313716, provided in this contract. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT WOOD QUALITY MARKING: See Section C and ECP R3K3015 applies to wirebound box MIL-B-46506.

APPLICABLE TO NSN 1370-01-296-8395-L463, FLARE IR CM MJU-7A/B:

Packaging shall be in accordance with SPI 01-038-5111 revision R, dated 19 MAR 2003, PACKING LEVEL B..

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

Marking shall be in accordance with SPI 01-038-5111, REVISION R, DATED 19 MAR 2003. 2-D BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129, REV P, WITH CHANGE NOTICE 2, DATED 10 FEB 2004.

EXCEPTION: The following shall apply to drawing SPI 01-038-5111, Revision R, dated 19 Mar 2003:

PERFORMANCE ORIENTED PACKAGING: The United Nations (UN) Performance Oriented Packaging (POP) marking provided on the SPI 01-038-5111 does not apply to this procurement. Prior to shipment, the manufacturer shall make sure the container has been tested for compliance with UN POP requirements in accordance with Title 49 Code of Federal Regulations. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a selfcertifier, shall be responsible for assuring that third party sources providing performance testing services are in fact, registered with the Department of Transportation. All certificates and reports shall be available for inspection by authorized

Name of Offeror or Contractor:

government representatives, for a period of three years. All exterior containers will be marked with the UN POP marking provided by the contractor in accordance with Title 49 Code of Federal Regulations and MIL-STD-129, REV P, WITH CHANGE NOTICE 2, DATED 10 FEB 2004.

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

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on SPI 01-038-5111. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT WOOD QUALITY MARKING:

NOTICE 5 applies to this procurement. In addition, Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

NOTICE 6 & 7 do not apply to this procurement.

(End of clause)

(DS6303)

D-2 52.247-4517 PALLETIZATION INSTRUCTION
LOCAL

MAR/1992

APPLICABLE TO NSN: 1370-01-048-2138 (L410), FLARE A/C CM M206:

Palletization shall be in accordance with 19-48-4116/115B, revision 3, dated FEB 2003 and 19-48-4116, REVISION 8, DATED JUN 2003. Marking shall be in accordance with drawing ACV00561, Rev C, dated 11 JUL 2003. Drawing 19-48-4116/115C does not apply to this contract.

HEAT TREAT WOOD QUALITY MARKING: Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract.

APPLICABLE TO NSN: 1370-01-296-8395 (L463), FLARE IR CM MJU-7A/B:

Palletization shall be in accordance with 19-48-4116/110F, revision 4, dated JUN 95 and 19-48-4116, REVISION 7, DATED SEP 2001. ENGINEERING CHANGE PROPOSAL R2K3000 AND R2K3010 apply to 19-48-4116. Marking shall be in accordance with drawing ACV00561, REV C, dated 11 JULY 2003.

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

(End of clause)

(DS6204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

i. For the FLARE A/C CM M206: In accordance with MIL-F-63107, Rev C, Amend. 3 and the contract.

ii. For the FLARE IR CM MJU-7A/B: In accordance with SP-7730620 and the contract.

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

(End of clause)

(ES6031)

E-4 52.245-4537 ACCEPTANCE INSPECTION EQUIPMENT (AIE)
LOCAL

FEB/2002

THE BELOW CLAUSE IS APPLICABLE TO NSN: 1370-01-296-8395 (L463) FLARE IR CM MJU-7A/B.

FOR NSN: 1370-01-048-2138 (L410) FLARE A/C CM M206, SEE CLAUSE E-9 (ES7010).

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure 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 documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

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

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

Name of Offeror or Contractor:

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

(End of clause)

(ES6001)

E-6 52.246-4506 STATISTICAL PROCESS CONTROL (SPC)
LOCAL

MAY/1994

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

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

Date of Acceptance _____

Contract Number(s) _____

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 38 of 82
	PIIN/SIIN W52P1J-04-R-0078	MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

l. Not used.

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

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

(End of clause)

(ES6034)

E-7 52.245-4545 MIL-STD-1916
 LOCAL

OCT/2000

THIS CLAUSE IS APPLICABLE TO NSN: 1370-01-048-2138 (FLARE A/C CM M206).

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)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078	Page 39 of 82 MOD/AMD
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Name of Offeror or Contractor:

(ES7650)

E-8 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-9 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

APPLICABLE TO NSN: 1370-01-048-2138 (L410) FLARE A/C CM M206.

FOR NSN: 1370-01-296-8395 (L463) FLARE IR CM MJU-7A/B SEE CLAUSE E-4 (ES6032).

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

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

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

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

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The

Name of Offeror or Contractor:

(2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).

(3) A nonconformance that will result in violation of mandatory safety policies or standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(ES7500)

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

Page 42 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

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

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____

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

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

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded -1- Yes -2- No,

(vii) Number of containers per pallet/skid _____ ;

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

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

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

Size of railcar _____

Type of railcar _____

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

Page 43 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

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

Size of trailer _____ Ft

Type of trailer _____

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

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

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

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

(End of clause)

(FF6012)

F-8

52.247-33

F.O.B. ORIGIN, WITH DIFFERENTIALS

JUN/1988

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

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

(End of clause)

(FF7005)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

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

MATERIAL (If none, insert "None") ACT

(End of Clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material

Name of Offeror or Contractor:

identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-SF
Rock Island, IL 61299-6500

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

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-CCA-M
Rock Island, IL 61299-6500

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSRD-AAR-AIL-TP(R)
Rock Island, IL 61299-7630

(HP6011)

H-5 252.211-7003 ITEM IDENTIFICATION AND VALUATION
DFARS

JAN/2004

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Name of Offeror or Contractor:

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
--	------------------

-1-

-2-

- (iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number -3- or Contract Data Requirements List Item Number -4-__.
- (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
- (3) Data syntax and semantics. The Contractor shall
 - (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
 - (A) Data Identifiers (DIs) (Format 06).
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and
 - (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) Marking items.
 - (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
- (e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
 - (1) Description.*

Name of Offeror or Contractor:

- (2) Unique identifier,** consisting of
 (i) Concatenated DoD unique item identifier; or
 (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Governments unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subtitle, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subtitle, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subtitle, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of
 (i) Concatenated DoD unique item identifier; or
 (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-6 245.7310-1 DEMILITARIZATION
 DFARS

JUL/1996

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 48 of 82
	PIIN/SIIN W52P1J-04-R-0078	MOD/AMD

Name of Offeror or Contractor:

unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

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

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

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

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

(End of clause)

(HA6800)

H-7 52.225-4503 RESTRICTION OF CRITICAL ITEMS AND COMPONENTS FEB/1993
 OSC

(1) The items and components listed in paragraphs (2) and (3) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(2) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

-1-

-2-

-3-

(3) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

MAGNESIUM POWDER TY I 200/325 MIL-P-14067

MAGNESIUM POWDER TY II 200/MIL-M-382

BLACK POWDER MIL-P-223

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

"(4) The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(5) The contractor will insert the substance of this clause, including this paragraph (5), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of Clause)

(HS6306)

H-8 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
 OSC

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

Administration Office (ACO) SEE AWARD DOCUMENT 3 3

Production Manager COMMANDER 1
US ARMY JOINT MUNITIONS COMMAND
SFSJM-CDC
ROCK ISLAND, IL 61299-6000

Project Manager COMMANDER 1
US ARMY RDECOM ARDEC
AMSRD-AAR-AEE-W
PICATINNY, NJ 07806-5000

(End of clause)

(HS6026)

H-11 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002
DFARS

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

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

TOTAL

(End of Clause)

(HA7502)

H-12 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
DFARS

(End of clause)

(HA7503)

H-13 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
OSC

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

Shipped From:

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

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 51 of 82****PIIN/SIIN** W52P1J-04-R-0078**MOD/AMD**

Name of Offeror or Contractor:

If YES, give name of rail carrier serving it: _____

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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

Page 52 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II	APR/1994
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-19	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-20	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-24	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2000
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2002
I-28	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-3	CONVICT LABOR	JUN/2003
I-31	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-32	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-35	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-36	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-38	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-39	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-43	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-44	52.224-2	PRIVACY ACT	APR/1984
I-45	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-46	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-47	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-48	52.227-9	REFUND OF ROYALTIES	APR/1984
I-49	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-50	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-51	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-52	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-53	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 53 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.232-1	PAYMENTS	APR/1984
I-55	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-56	52.232-11	EXTRAS	APR/1984
I-57	52.232-16	PROGRESS PAYMENTS	APR/2003
I-58	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-59	52.232-17	INTEREST	JUN/1996
I-60	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-61	52.232-25	PROMPT PAYMENT	OCT/2003
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-63	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-64	52.233-1	DISPUTES	JUL/2002
I-65	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-66	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-67	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-68	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-69	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-70	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-71	52.242-13	BANKRUPTCY	JUL/1995
I-72	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-73	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-74	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-75	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-76	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-77	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-78	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-79	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR/2003
I-80	52.248-1	VALUE ENGINEERING	FEB/2000
I-81	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-82	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-83	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-84	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-85	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-86	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-87	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
	DFARS		
I-88	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-89	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
I-90	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-91	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
	DFARS		
I-92	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
	DFARS		
I-93	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-94	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-95	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)	DEC/1991
	DFARS		
I-96	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
	DFARS		
I-97	252.219-7011	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
	DFARS		
I-98	252.222-7001	RIGHT OF FIRST REFUSAL OF EMPLOYMENT-CLOSURE OF MILITARY INSTALLATIONS	APR/1993
	DFARS		
I-99	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		

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

Page 54 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-100	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-101	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-102	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-103	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-104	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
I-105	252.225-7030 DFARS	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-106	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-107	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-108	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-109	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-110	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-111	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-112	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-113	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-114	204.404-70(C)	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-115	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

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

b. The Government reserves the right to increase the quantity of item(s) 0001, 0003, 0005, 0007, 0009, and 0011 by a quantity of up to and including but not exceeding percent STATED BELOW FOR ADDITIONAL REQUIREMENTS FOR THE FLARE A/C CM M206 AND FLARE IR CM MJU-7A/B as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0003, 0005, 0007, 0009 and 0011 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding PRIOR TO LAST SCHEDULE DELIVERY by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

FLARE A/C CM M206	<u>Unit Price</u>
125% Evaluated Option FY05 (F.O.B. ORIGIN)	\$_____ CLIN 0001
125% Evaluated Option FY06 (F.O.B. ORIGIN)	\$_____ CLIN 0001
125% Evaluated Option FY07 (F.O.B. ORIGIN)	\$_____ CLIN 0001

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

Page 55 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

125% Evaluated Option FY08
(F.O.B. ORIGIN) \$_____ CLIN 0001

FLARE A/C CM M206 Unit Price

125% Evaluated Option FY05
(F.O.B. ORIGIN) \$_____ CLIN 0003

125% Evaluated Option FY06
(F.O.B. ORIGIN) \$_____ CLIN 0003

125% Evaluated Option FY07
(F.O.B. ORIGIN) \$_____ CLIN 0003

125% Evaluated Option FY08
(F.O.B. ORIGIN) \$_____ CLIN 0003

FLARE A/C CM M206 Unit Price

125% Evaluated Option FY05
(F.O.B. ORIGIN) \$_____ CLIN 0005

125% Evaluated Option FY06
(F.O.B. ORIGIN) \$_____ CLIN 0005

125% Evaluated Option FY07
(F.O.B. ORIGIN) \$_____ CLIN 0005

125% Evaluated Option FY08
(F.O.B. ORIGIN) \$_____ CLIN 0005

FLARE IR CM MJU-7A/B Unit Price

125% Evaluated Option FY05
(F.O.B. ORIGIN) \$_____ CLIN 0007

125% Evaluated Option FY06
(F.O.B. ORIGIN) \$_____ CLIN 0007

125% Evaluated Option FY07
(F.O.B. ORIGIN) \$_____ CLIN 0007

125% Evaluated Option FY08
(F.O.B. ORIGIN) \$_____ CLIN 0007

FLARE IR CM MJU-7A/B Unit Price

125% Evaluated Option FY05
(F.O.B. ORIGIN) \$_____ CLIN 0009

125% Evaluated Option FY06
(F.O.B. ORIGIN) \$_____ CLIN 0009

125% Evaluated Option FY07
(F.O.B. ORIGIN) \$_____ CLIN 0009

125% Evaluated Option FY08
(F.O.B. ORIGIN) \$_____ CLIN 0009

FLARE IR CM MJU-7A/B Unit Price

125% Evaluated Option FY05 \$_____ CLIN 0011

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

Page 56 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

(F.O.B. ORIGIN)

125% Evaluated Option FY06 \$_____ CLIN 0011
(F.O.B. ORIGIN)125% Evaluated Option FY07 \$_____ CLIN 0011
(F.O.B. ORIGIN)125% Evaluated Option FY08 \$_____ CLIN 0011
(F.O.B. ORIGIN)

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

(End of Clause)

(IF6080)

I-116 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

MATERIAL IDENTIFICATION NO.
(If none, insert "None")

(End of Clause)

(IF6350)

I-117 52.243-7 NOTIFICATION OF CHANGES APR/1984

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with ten (10) (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within twenty-one (21) (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-118 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

Name of Offeror or Contractor:

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

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

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

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

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

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

(End of Clause)

(IF6070)

I-119	252.217-7001	SURGE OPTION	AUG/1992
	DFARS		

(a) General. The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than FOUR HUNDERED PERCENT (400%); and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.***

(End of clause)

(IA6701)

I-120	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

(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.

(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
FLARE A/C CM M206	1370-01-048-2138	IV
FLARE IR CM MJU-7A/B	1370-01-296-8395	IV

(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.

Name of Offeror or Contractor:

(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)

(IA6200)

I-121	252.243-7000	ENGINEERING CHANGE PROPOSAL	SEP/1999
	DFARS		

(c) When the price** of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contractor pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA6510)

I-122	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to ADDRESS IN CDRL marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within SIXTY (60) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

I-123	52.209-3	FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I	JAN/1997
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CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 59 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

(End of Clause)

(IF7019)

I-124 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA-MODIFICATIONS

(End of clause)

(IF7010)

I-125 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE II (OCT 97)

(End of clause)

(IF7011)

I-126 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-127 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.com/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

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

Page 60 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

Military or Federal Specification or Standard:

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

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

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

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

(End of clause)

(IA7015)

I-128 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
DFARS

APR/2003

(a) Definitions. As used in this clause-

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

(2) Domestic end product means

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

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

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

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

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

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

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

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

(7) Qualifying country end product means

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078	Page 61 of 82 MOD/AMD
---------------------------	---	---

Name of Offeror or Contractor:

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

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

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

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

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

(End of clause)

(IA7732)

I-129 252.225-7036 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM (JAN JAN/2004
DFARS 2004) - ALTERNATE I

(a)(6) Canadian end product, means an article that

(i) Is wholly the growth, product, or manufacture of Canada; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Canadian end product, the Contractor shall deliver a qualifying country end product, a Canadian end product, or, at the Contractors option, a domestic end product.

(IA7653)

I-130 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

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

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

(Official's Name)

(Title)

Name of Offeror or Contractor:

(End of clause)

(IA7035)

I-131 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE
OSC

FEB/1993

AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC

(FEB 1993)

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

(End of clause)

(IS7025)

I-132 52.245 LOCAL FORCE PROTECTION COSTS

FEB/2004

Contractors shall ensure that costs associated with force protection are incorporated into normal operating or overhead costs for all contracts awarded as of 1 October 2005 (Fiscal Year 2006).

(End of clause)

(IS7050)

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

Page 63 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (M206 FLARE)			
Exhibit B	CONTRACT DATA REQUIREMENTS LIST (FLARE MJU-7A/B)			
Attachment 001	AFSC FORM 715-7, WARNING LABEL		001	
Attachment 002	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 003	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 004	ADDRESS LIST		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	DOCUMENT SUMMARY LIST (M206)		002	
Attachment 007	DOCUMENT SUMMARY LIST (MJU-7A/B)		002	
Attachment 008	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 009	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 010	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 011	SECURITY STATEMENT OF WORK (SOW) PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT COCO FACILITIES		003	
Attachment 012	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (IOC FORM 715-3)		002	
Attachment 013	DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 014	GOVERNMENT CONCEPT OF OPERATIONS FOR ELECTRONIC COMMERCE IN AN INTEGRATED DIGITAL ENVIRONMENT		018	
Attachment 015	INCREASE YOUR PROFITS THROUGH THE USE OF VALUE ENGINEERING		001	
Attachment 016	LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE (IOC 715-4) WITH INSTRUCTIONS		002	
Attachment 017	DD254 FOR FLARE A/C CM M206	18-MAR-04	002	
Attachment 018	DD254 FOR FLARE IR CM MJU-7A/B	17-FEB-04	003	
Attachment 019	ECP R3Y2032 (CARTRIDGE, IMPULSE, M796)	09-MAR-04	013	
Attachment 020	CD-ROM (TDP) FOR FLARE A/C CM M206			
Attachment 021	CD-ROM (TDP) FOR FLARE IR CM MJU-7A/B			
Attachment 022	ENGINEERING CHANGE PROPOSAL (ECP) R3Q2072	04-FEB-04	031	
Attachment 023	SECTION L, PAST PERFORMANCE INFORMATION			
Attachment 024	SECTION M, EVALUATION FACTORS FOR AWARD			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078	Page 64 of 82 MOD/AMD
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Name of Offeror or Contractor:

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

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7002	DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
	DFARS		
K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

(KF6065)

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

Page 65 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

K-6 52.204-3 TAXPAYER IDENTIFICATION
(a) Definitions.

OCT/1998

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

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

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

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

(d) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(f) Common parent.

- o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o Name and TIN of common parent:
 - Name _____
 - TIN _____

(End of provision)

(KP6043)

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

Page 66 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

(KF6022)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

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

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	------------------------	--------------

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

(End of provision)

(KF6063)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

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

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

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

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

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

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

Name of Offeror or Contractor:

default by any Federal agency.

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

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

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

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

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

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

(End of provision)

(KF6033)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

(End of provision)

(KF6035)

K-11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325998 (insert NAICS code).

(2) The small business size standard is 500 (insert size standard).

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

(b) Representations.

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(c) Definitions. As used in this provision-

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

(KP6003)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
The offeror represents that -

FEB/1999

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

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

Page 69 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

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

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

(End of provision)

(KF6019)

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

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

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

(b) it

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

(End of provision)

(KF6020)

K-14 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, or 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, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas..

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078 MOD/AMD	Page 70 of 82
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Name of Offeror or Contractor:

(End of provision)

(KF6083)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

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 \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting 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 offeror's 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 paragraph (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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078	Page 71 of 82 MOD/AMD
---------------------------	---	---

Name of Offeror or Contractor:

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 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 paragraph (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)

(KF6190)

K-16 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number Country of Origin

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

Line Item Number Country of Origin (If known)

Name of Offeror or Contractor:

(End of provision)

(KA6702)

K-17 252-247.7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
 DFARS

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

(b) Representation. The Offeror represents that it

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

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

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

(End of provision)

(KA6500)

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

Page 73 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

IMPORTANT NOTICE TO OFFERORS:

OFFERORS ARE REMINDED THAT BEST VALUE EVALUATION DATA REQUESTED IN THIS SECTION (SECTION L) MUST BE SUBMITTED WITH THE ORIGINAL PROPOSAL. DATA SUBMITTED MAY REPRESENT EITHER GOVERNMENT OR COMMERCIAL CONTRACTS. IF THE OFFEROR HAS NO RECENT OR RELEVANT WORK EXPERIENCE, THIS INFORMATION SHOULD BE STATED FOR EVALUATION PURPOSES. PROPOSALS RECEIVED WITH NO BEST VALUE INFORMATION MAY BE CONSIDERED UNACCEPTABLE AND THE OFFEROR WILL BE RATED "POOR" FOR TECHNICAL, "UNKNOWN" FOR PAST PERFORMANCE, AND "MARGINAL" FOR SMALL BUSINESS UTILIZATION, WITHOUT OPENING DISCUSSIONS TO ALLOW FOR THE SUBMISSION OF DATA THAT SHOULD HAVE BEEN SUBMITTED WITH THE INITIAL PROPOSAL.

AGAIN, FACTORS FOR AWARD ARE:

FACTOR 1: TECHNICAL

- SUBFACTOR 1A: MANUFACTURING PLAN
- SUBFACTOR 1B: QUALITY PLAN
- SUBFACTOR 1C: SAFETY PLAN
- SUBFACTOR 1D: MANAGEMENT PLAN

FACTOR 2: PAST PERFORMANCE

- SUBFACTOR 2A: QUALITY AND/OR QUALITY PROGRAM PROBLEMS
- SUBFACTOR 2B: ON-TIME DELIVERY

FACTOR 3: PRICE

FACTOR 4: SMALL BUSINESS UTILIZATION

OFFERORS ATTENTION IS DIRECTED TO ATTACHMENT 023 FOR A COMPLETE DESCRIPTION OF THE BEST VALUE EVALUATION DATA AND ALSO CLAUSE NUMBER L-17 FOR ADDITIONAL PAST PERFORMANCE INFORMATION.

*** END OF NARRATIVE L 001 ***

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-9	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-10	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991

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

Page 74 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-12	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
L-13	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-14	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

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

(End of Provision)

(LF6019)

L-15	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-16	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ. ARMY FIELD SUPPORT COMMAND (AFSC), AMSFS-CCA-M, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-6500.

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

(End of Provision)

(LF6021)

L-17	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit the following information for NSN: 1370-01-048-2138 (FLARE A/C CM M206), and NSN: 1370-01-296-8395 (FLARE IR CM MJU-7A/B) as part of their proposal:

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

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

See Attachment 023 for Past Performance Information.

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

Name of Offeror or Contractor:

(End of provision)

(LP6048)

L-18 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
 DFARS

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

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

TABLE

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

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

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

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

(End of provision)

(LA6705)

L-19 52.211-4510 PARTNERING AUG/2001
 AMC

***The principal government representatives for this effort will be MARY S. ADAMS, PROCURING CONTRACTING OFFICER, JUDY DeGEETER, CONTRACT SPECIALIST, AND GERALD LOWRY, QUALITY ASSURANCE SPECIALIST.

(End of Provision)

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

Page 76 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

(LM6100)

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

(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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

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

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

(End of provision)

(LF7002)

L-21 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97) ALTERNATE II (OCT 97) OCT/1997

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(LF7003)

L-22 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of provision)

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

Page 77 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

(LF7015)

L-23 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

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

(End of Provision)

(LF7007)

L-24 9.306(C) WAIVER OF FIRST ARTICLE APPROVAL SEP/1995

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

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

(LF7009)

L-25 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
OTHER THAN COST OR PRICING DATA

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

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

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

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

(End of provision)

(LF7014)

L-26 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-27 15.407-2 MAKE OR BUY PROGRAM SEP/1995

(End of Provision)

(LF7016)

L-28 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

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

Page 78 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

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

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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

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

(End of provision)

(LM7010)

L-29 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

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

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

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

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-30 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS

SEP/2003

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

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Moline entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the

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

Page 79 of 82

PIIN/SIIN W52P1J-04-R-0078

MOD/AMD

Name of Offeror or Contractor:

carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

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

(End of provision)

(LS7002)

L-31 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM
LOCAL

FEB/2003

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

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

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

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

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

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

(End of clause)

(LS7010)

L-32 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

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

(End of provision)

(LS7001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0078	Page 80 of 82 MOD/AMD
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SEE ATTACHMENT 024, ENTITLED "EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH) FAR 15.204-5(C)".

(End of Provision)

(MF6012)

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

SEE ATTACHMENT 024, ENTITLED "EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD, FAR 15.304-5(C)".

(End of Provision)

(MF6025)

M-5	47.305-12	TRANSPORTATION EVALUATION	JAN/1995
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(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

FLARES, AERIAL (NMFC: 064300/UFC: 38440) (FOR EITHER NSN)

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

FOR FLARE A/C CM M206 AND FLARE IR CM MJU-7A/B ONLY:

BLUE GRASS ARMY DEPOT, LEXINGTON, KY (MOTOR); TOOELE ARMY DEPOT, TOOELE, UT (MOTOR)

