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|--|---|---|---|-----------------------|---|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA6 | Page of Pages 1 92 |
| 2. Contract Number | 3. Solicitation Number W52P1J-09-R-0163 | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) | | 5. Date Issued | 6. Requisition/Purchase Number SEE SCHEDULE |
| 7. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AC ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 | | Code W52P1J | 8. Address Offer To (If Other Than Item 7) | | |

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

SOLICITATION

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

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

| | | | | |
|----------------------------------|---------------------------------|--|---------------------------|---|
| 10. For Information Call: | A. Name MATTHEW KOPEL | B. Telephone (No Collect Calls) | | C. E-mail Address MATTHEW.KOPEL@US.ARMY.MIL |
| | | Area Code (309) | Number 782-7888 | Ext. |

11. Table Of Contents

| (X) | Sec. | Description | Page(s) | (X) | Sec. | Description | Page(s) |
|------------------------------|------|---------------------------------------|---------|--|------|---|---------|
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 45 |
| X | B | Supplies or Services and Prices/Costs | 6 | Part III - List Of Documents, Exhibits, And Other Attach. | | | |
| X | C | Description/Specs./Work Statement | 14 | X | J | List of Attachments | 73 |
| X | D | Packaging and Marking | 21 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 23 | X | K | Representations, Certifications, and Other Statements of Offerors | 74 |
| X | F | Deliveries or Performance | 36 | | | | |
| X | G | Contract Administration Data | 41 | X | L | Instrs., Conds., and Notices to Offerors | 78 |
| X | H | Special Contract Requirements | 43 | X | M | Evaluation Factors for Award | 88 |

OFFER (Must be fully completed by offeror)

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

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

| | | | | |
|--|---|---|---|--|
| 13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) | <input type="checkbox"/> 10 Calendar Days (%) | <input type="checkbox"/> 20 Calendar Days (%) | <input type="checkbox"/> 30 Calendar Days (%) | <input type="checkbox"/> Calendar Days (%) |
|--|---|---|---|--|

| | | | | |
|---|----------------------|-------------|----------------------|-------------|
| 14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | Amendment No. | Date | Amendment No. | Date |
| | | | | |

| | | | |
|---|-------------|-----------------|--|
| 15A. Name and Address of Offeror | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) |
|---|-------------|-----------------|--|

| | | | |
|------------------------------|--|----------------------|-----------------------|
| 15B. Telephone Number | 15C. Check if Remittance Address is | 17. Signature | 18. Offer Date |
| Area Code Number Ext. | <input type="checkbox"/> Different From Above - Enter such Address In Schedule | | |

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 25 |
|--|---|-------------------|

| | | | |
|---|-------------|------------------------------------|-------------|
| 24. Administered By (If other than Item 7) | Code | 25. Payment Will Be Made By | Code |
| SCD PAS NONE 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 3 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

within this RFP, it must submit six (6) separate proposals. Please annotate on the front of each proposal which CLIN that proposal is for. All proposals must be submitted in U.S. Dollars.

6. The maximum quantity for each CLIN/Component Item that the USG can order of the 5-year period is as follows:

| CLIN / Component Item | Max. Quantity |
|---------------------------------------|---------------|
| 0001 - PGU 45 HF | 50,000 |
| 0002 - M927 Rocket Motor Body | 51,000 |
| 0003 - M927 Warhead Insulating Assy | 51,000 |
| 0004 - M825A1 | 50,000 |
| 0005 - M549A1 Rocket Motor Body | 51,000 |
| 0006 - M549A1 Warhead Insulating Assy | 51,000 |

7. The guaranteed minimum(s) will be issued concurrently with the award of the basic IDIQ contract(s) on Delivery Order 0001 to each offeror receiving an award. The USG does not guarantee quantity in any year of the contract period with the exception of the guaranteed minimum ordering obligation. The minimum ordering obligation for each IDIQ contract will be a priced Contract Data Requirements List (CDRL) for a Process Map, as contained in Exhibits A - F in Section J. The minimum guarantee dollar amounts for the CDRL, Process Map, are as follows:

| | |
|-----------|------------|
| CLIN 0001 | \$4,500.00 |
| CLIN 0002 | \$3,400.00 |
| CLIN 0003 | \$3,400.00 |
| CLIN 0004 | \$5,700.00 |
| CLIN 0005 | \$3,400.00 |
| CLIN 0006 | \$3,400.00 |

8. Future requirements will be awarded on subsequent Delivery Orders and may be competed among those offerors who have received an IDIQ contract award. Competition of future requirements may be based on price, delivery schedule, technical, and/or past performance. Contemplation letters will be sent to all awardees when a requirement arises. The contemplation letter will contain the evaluation factor(s) and the order of importance for the awarding of the requirement. Please refer to Section L and Section M for further information on how Delivery Orders will be awarded.

9. Quantities and delivery schedules are listed in Section B of the solicitation. All prices should be entered in Attachment 0001, Price Matrix. Prices not entered on the Price Matrix will not be considered. First Article Test (FAT) costs are required to be included for Ordering Period 1. Offerors should not assume FAT will be waived and must provide FAT costs as required to be considered for award. However, USG reserves the right to require or waive FAT throughout the life of the contract.

10. The Technical Data Packages (TDP) for CLINs 0001, 0002, 0003, 0004, 0005, and 0006 have limited Distribution Statements D and X. These TDPs cannot be distributed via the Internet. Only offerors that can provide the information below will have TDPs forwarded to the offeror.

To obtain a copy of the TDP, each offeror must submit to the Contract Specialist, Matthew Kopel, matthew.kopel@us.army.mil, the following information:

1. A copy of your certified DD Form 2345
2. A signed Non-Disclosure Statement (Attachment 0021).

DD Form 2345 and all applicable instructions can be obtained at the following website: www.dlis.dla.mil/jcp. The DTrade 1 License can be obtained by contacting the U.S. State Department.

All TDP will be sent via U.S. Mail unless the offeror provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request and include name/phone number of the person who is to receive the TDP.

The majority of the drawings provided on the TDP are .C4 files. Offerors may download a free raster image viewer online, i.e. Lucent Viewer, in order to view these files.

11. Award under this solicitation in no way obligates the USG to purchase any quantity under the resultant contract, except for the guaranteed minimum quantity listed in paragraph 7 above. Each order stands on its own insofar as is obligates the USG.

12. Inspection/Acceptance/FOB Point for production shall be source/source/Destination. See Section F, "Deliveries or Performance".

13. Please note - Approval of Acceptance Inspection Equipment (AIE) is required prior to FAT. Approval of SPC General Plan is required

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 4 of 92 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

prior to acceptance of First Article Test (FAT). Approval of SPC Detailed Plan is required prior to commencing production. Sample Ammunition Data Cards (ADCs) shall be submitted prior to acceptance of FAT. Prior approval of CDRLs, i.e. AIE, SPC, ADC, Phosphate Coating on other USG contracts does NOT guarantee roll-over approval of CDRLs on awards resulting from this solicitation.

14. Offerors are directed to Section I Clauses for Ordering. Only Army Contracting Command, Rock Island Contracting Center is authorized to issue Delivery Orders under this contract.

15. Offerors are advised to carefully read Section L and Section M before submitting their proposals. Data requested for evaluation has been clearly identified in the Section L narrative. All offerors are responsible for ensuring that their proposals contain all the information to be included per this solicitation and will permit a complete and accurate evaluation of the proposal. The USG will not make assumptions concerning an offeror's intent, capabilities, facilities, or experience. The offeror is responsible for understanding all requirements of the solicitation.

16. Offerors should note the provision at FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition". The USG intends to award a contract resulting from this RFP without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, offerors' initial proposals should contain the best terms. The USG does however, reserve the right to conduct discussions if determined necessary by the Procuring Contracting Officer (PCO).

17. Site Visit - Phase III: For large businesses, a Small Business Subcontracting Plan is required to be submitted in accordance with FAR 52.219 during Phase III of evaluations. The offeror shall submit a separate Small Business Subcontracting Plan for each CLIN for which it wishes to be considered for award. Please refer to Sections L and M for further information.

18. All contractors who provide goods/services to the Department of Defense (DoD) must be registered in the Central Contractor Registration (CCR). The Internet site for registering in CCR is <http://www.ccr.gov>. Failure to register in CCR will preclude an offeror from receiving a contract award resulting from this solicitation.

19. Certified Cost and Pricing Data is not required to be submitted with an offeror's proposal(s). However, if an offeror's proposed price cannot be determined fair and reasonable, the USG reserves the right to request Certified Cost and Pricing Data.

20. A Pre-Award survey may be required and conducted by Defense Contract Management Agency (DCMA) as prescribed in DFARS 223.370-4, Procedures.

21. If an offeror is in possession of and has received authorization to use Government Furnished Property (GFP) for any resultant contract awarded from this solicitation and proposes to utilize alternative methodology to calculate rental charges for proposal evaluation purposes IAW FAR 52.245-9(e)(3), the alternate methodology and calculations, along with sound justification for using an alternative method, must be provided with the proposal submission.

22. All clauses included in this solicitation apply to all CLINs unless otherwise stated.

23. The USG intends to conduct a Post Award Conference after contract award.

24. Offerors must ensure that their proposals are fully complete, including all fill-ins and blanks within the solicitation. Failure to provide any information in accordance with this RFP may result in the offeror's proposal not being considered for award.

25. This RFP should not be discussed with any USG employee except the Contracting Officer, Ms. Adria Hemmen or her representative, Mr. Matthew Kopel. Mr. Matthew Kopel can be contacted at (309)782-7888 or by email at matthew.kopel@us.army.mil. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this solicitation.

*** END OF NARRATIVE A0002 ***

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

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

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

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>PGU 45 HF</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Noun: PGU 45 HF NSN: 9999-99-999-9999 P/N: 10535876-1</p> <p>*Do not submit pricing info in Section B for any CLIN. All pricing shall be submitted on the Pricing Matrix, Attachment 0001.</p> <p>Minimum Ordering Obligation: priced Process Map Maximum Total Quantity: 50,000 each</p> <p>The USG is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose, the final destination will be considered TBD. See Clause 52.247-49, Destination Unknown (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production quantities will be due 270 days after delivery order each offeror must be able to produce and deliver a minimum monthly quantity of 5,000 each. The maximum monthly quantity requirement of 10,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods:</p> <p>Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA) Ordering Period 2: 366 DAA - 730 DAA Ordering Period 3: 731 DAA - 1095 DAA Ordering Period 4: 1096 DAA - 1460 DAA Ordering Period 5: 1461 DAA - 1825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |
| 0002 | <p><u>M927 ROCKET MOTOR BODY</u></p> | | | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| | <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1340-01-247-1247 P/N: 9381136</p> <p>*Do not submit pricing info in Section B for any CLIN. All pricing shall be submitted on the Pricing Matrix, Attachment 0001.</p> <p>Minimum Ordering Obligation: priced Process Map Maximum Total Quantity: 51,000 each</p> <p>The USG is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose, the final destination will be considered TBD. See Clause 52.247-49, Destination Unknown (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production quantities will be due 270 days, each offeror must be able to produce and deliver a minimum monthly quantity of 5,000 each. The maximum monthly quantity requirement of 10,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods:</p> <p>Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA) Ordering Period 2: 366 DAA - 730 DAA Ordering Period 3: 731 DAA - 1,095 DAA Ordering Period 4: 1,096 DAA - 1,460 DAA Ordering Period 5: 1,461 DAA - 1,825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | | |
| 0003 | <p><u>M927 WARHEAD INSULATING ASSEMBLY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1340-01-247-1246 P/N: 9381144</p> <p>*Do not submit pricing information in Section B for any CLIN. All pricing shall be submitted on the</p> | | | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|---------------------|---------------------|
| 0004 | <p>Pricing Matrix, Attachment 0001.</p> <p>Minimum ordering Obligation: priced Process Map Maximum Total Quantity: 51,000 each</p> <p>The USG is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose the final destination will be considered TBD. See Clause 52.247-49, Destination unknown (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production quantities will be due 270 days, each offeror must be able to produce and deliver a minimum monthly quantity of 5,000 each. The maximum monthly quantity requirement of 10,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods:</p> <p>Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA) Ordering Period 2: 366 DAA - 730 DAA Ordering Period 3: 731 DAA - 1,095 DAA Ordering Period 4: 1,096 DAA - 1,460 DAA Ordering Period 5: 1,461 DAA - 1,825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>M825A1</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1320-01-164-3487 P/N: 9352634-2</p> <p>* Do not submit pricing information in Section B for any CLIN. All pricing shall be submitted on the Pricing Matrix, Attachment 0001.</p> <p>Minimum Ordering Obligation: priced Process Map Maximum Total Quantity: 50,000 each</p> <p>The Government is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> | | | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|---------------------|
| 0005 | <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose, the final destination will be considered TBD. See Clause 52.247-49, Destination Unknow (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production quantities will be due 270 days, each offeror must be able to produce and deliver a minimum monthly quantity of 8,000 each. The maximum monthly quantity requirement of 16,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods: Ordering Period 1: Date of Award (DOA) + 365 Days after Award (DAA) Ordering Period 2: 366 DAA - 730 DAA Ordering Period 3: 731 DAA - 1095 DAA Ordering Period 4: 1,096 DAA - 1,460 DAA Ordering Period 5: 1,461 DAA - 1,825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>M549A1 ROCKET MOTOR BODY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1320-01-054-5115 P/N: 9235979</p> <p>*Do not submit pricing information in Section B for any CLIN. All pricing shall be submitted on the Pricing Matrix, Attachment 0001.</p> <p>Minimum Ordering Obligation: priced Process Map Maximum Total Quantity: 51,000 each</p> <p>The USG is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose, the final destination will be considered TBD. See Clause 52.247-49, Destination Unknown (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production</p> | | | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|---------------------|
| 0006 | <p>quantities will be due 270 days, each offeror must be able to produce and deliver a minimum monthly quantity of 8,000 each. The maximum monthly quantity requirement of 16,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods:</p> <p>Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA)</p> <p>Ordering Period 2: 366 DAA - 730 DAA</p> <p>Ordering Period 3: 731 DAA - 1,095 DAA</p> <p>Ordering Period 4: 1,096 DAA - 1,460 DAA</p> <p>Ordering Period 5: 1,461 DAA - 1,825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>M549A1 WARHEAD INSULATING ASSEMBLY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1320-01-054-5114 P/N: 9235997</p> <p>*Do not submit pricing information in Section B for any CLIN. All pricing shall be submitted on the Pricing Matrix, Attachment 0001.</p> <p>Minimum Ordering Obligation: priced Process Map Maximum Total Quantity: 51,000 each</p> <p>The USG is under no obligation to purchase any quantities beyond the minimum ordering obligation.</p> <p>FOB POINT: Destination</p> <p>For the purpose of evaluating offers and for no other purpose, the final destination will be TBD. See Clause 52.247-49, Destination Unknown (MF60011) for the complete address.</p> <p>First Article Test quantities will be due 180 days after delivery order award date. Production quantities will be due 270 days, each offeror must be able to produce and deliver a minimum monthly quantity of 8,000 each. The maximum monthly quantity requirement of 16,000 each may be supported by delivery order awards to one or more awardees. If FAT is waived, production quantities will be due 225 days after delivery order award date.</p> <p>Ordering Periods:</p> | | | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0007 | <p>Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA) Ordering Period 2: 366 DAA - 730 DAA Ordering Period 3: 731 DAA - 1,095 DAA Ordering Period 4: 1,096 DAA - 1,460 DAA Ordering Period 5: 1,461 DAA - 1,825 DAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CDRL 1423 - PGU 45 HF</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contract will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements list (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |
| 0008 | <p><u>CDRL 1423 - M927 ROCKET MOTOR BODY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-09-R-0163 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0009 | <p><u>CDRL 1423 - M927 WARHEAD INSULATING ASSY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |
| 0010 | <p><u>CDRL 1423 - M825A1</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |
| 0011 | <p><u>CDRL 1423 - M549A1 ROCKET MOTOR BODY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> | | | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

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 PIIN/SIIN W52PlJ-09-R-0163 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0012 | <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>CDRL 1423 - M549A1 WARHEAD INSULATING ASSY</p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor will prepare and deliver technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423).</p> <p>A DD Form 250 is only required for the Process Map CDRL.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | \$ ** NSP ** | \$ ** NSP ** |

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

Page 14 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

APPLIES TO CLIN 0001 (PGU 45 HF):

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

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 10535876-1 with revisions in effect as of 09/30/2009 (except as follows):

DWG 10535878, SHT 3, Note 10: Change from ASTM A332 to ASTM A322.

Add drawing 8837835 for Informational use only.

See ecp H3A2038 for spec DTL10535876-1

Add ecp R8A2025 for spec DTL10535876-1

Replace all references of the following specifications:

| Document: | Delete: | Substitute: |
|--------------|---------|-------------|
| PPP-P-291 | X | A-A-1051 |
| MIL-B-121 | X | MIL-PRF-121 |
| MMM-A-250 | X | A-A-59692 |
| MMM-A-100 | X | ASTM D4317 |
| ASTM A777 | X | ASTM A641 |
| UU-P-268 | X | A-A-203 |
| MIL-STD-1169 | X | ASTM D3951 |
| FF-N-105 | X | ASTM F1667 |

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

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

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9381136 with revisions in effect as of 09/29/2009 (except as follows):

Product Dwgs 12630691 and 9381134 add Distribution Statement "A"

MIL-P-70525, PARA 3.3.5.3 should be cancelled and replaced with: 3.3.5.3 Surface Voids. The overlay deposit, when machined to the final specified dimensions, shall not reveal on the surface any cavities that exceed 1/16 inch in greatest dimension. The size and number of cavities equal to or less than 1/16 inch in greatest dimension within 1 square inch of surface area excluding cannellures, if present, and as measured by 0.019 and 0.039 inch diameter probes, shall not exceed:

- (a) 1 cavity 0.040 inch in diameter or greater, or
- (b) 4 cavities 0.020 inch in diameter, or greater, or
- (c) 8 cavities less than 0.020 inch in diameter, or
- (d) a total of 10 cavities

MIL-R-13562 is cancelled, with no replacement.

FED-STD-151 is cancelled, replace with ASTM E1282.

Amendment 6 of MIL-P-70525 revises Title to M913/M927.

Inspection drawings to be distribution A.

Add ECP R10A2025 NOR 1 to TDPL

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

Page 15 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

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

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9381144 with revisions in effect as of 11/06/2009 (except as follows):

Drawing 9381141 Sheet 2, Note 21:

-Change to: Finish 5.1.1 of Mil-Std-171 on all surfaces. Apply Primer, Dwg 12991256, in accordance with Mil-Std-171 to chamber "A" only. To exterior surface indicated on Sheet 1, apply ammunition topcoat in accordance with Finish 20.2 of Mil-Std-171 (Type II of Mil-DTL-11195), Olive Drab, Color No. 34088 of Fed-Std-595.

Inspection Drawings are distribution A.

Replace MIL-STD-410 with National Aerospace Standard NAS-410.

APPLIES TO CLIN 0004 (M825A1):

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

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9352634-2 with revisions in effect as of 12/11/2009 (except as follows):

| DRAWING | DELETE |
|-------------|--------|
| 9297888 | X |
| 9321273 | X |
| 9390744 | X |
| PL 10523979 | X |
| PL 9370061 | X |
| PL 9.52633 | X |

ADD ECP R1K2053 Nor 001/002 for spec MIL-P-45449 to TDPL.

ADD drawing 19-48-4076 rev 03 to TDPL.

All product drawings without distribution coeds are distribution "D".

9352632 Note 3 - Spec QQ-W-321 is cancelled, replace with ASTM B 134.

9215393 Vendor Loctite is now Henkel.

9352634 Delete Note 4.

In FNSH 4.3 OF MIL_STD 171 Remove spec MIL-HDBK-132

Replace Mag Particle Inspection with UT.

Exterior Paint changed to Finish 20.2 for Mil-Std-171 (Type II of MIL-DTL-11195)

Spec MIL-P-64008 is outdated and will be rewritten

9327963 - Change Vendor From: Aristech Chemical Corp.

To: Ashland Performance Materials,
5200 Blazer Parkway,
Dublin, OH 43017
614-790-3333

ALL INSPECTION DRAWINGS WITHOUT DISTRIBUTION CODES ARE DISTRIBUTION "A".

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

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

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

Page 16 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL -9235979 with revisions in effect as of 09/30/2009 (except as follows):

Use Distribution Code A for Packaging Drawings.

Drawing 8837835 - Location: Sheet 1, Note K:

Change:

FROM: ...TAPE, PAPER (PLAIN) GRADE B OR C, SPEC A-A-1492
TO: ...TAPE, PLAIN, GUMMED, TYPE II, GRADE B OR C, ASTM D 5749

Located Sheet 1, Note M

Change:

FROM: ALTERNATIVE: ROUND, GALVANIZED STEEL TYING WIRE, GAGE NO. 8 (.162) - 10 (.135), CLASS I, TYPE 1 ASTM A777 OR GAGE NO. 8 (.162) - 12 (.106), CLASS II, TYPE 1 ASTM A777
TO: ALTERNATIVE: ZINC-COATED (GALVANIZED) CARBON STEEL WIRE, GAGE NO. 8 (.162) - 12 (.106), TEMPER: HARD, CLASS 1, ASTM A 641

Location: Sheet 1, Note W

Change:

FROM: U-P-268
TO: A-A-203

Location Sheet 3, Note 16

DELETE NOTE 16

Drawing 8861520 - Location General Marking Instructions

Change:

FROM: ...ON A LABEL OF MANILA TAG PAPER, TYPE B, GRADES 15WR, 20WR, 15JU, 20JU, 15SU, OR 20SU, OF WET TENSILE STRENGTH AS SPECIFIED IN UU-T-81, APPROXIMATELY 5. INCHES BY 8. INCHES IN SIZE...
TO: ...ON A PAPER, SHIPPING TAG IN ACCORDANCE WITH A-A-59222..

Dwg 9235977 Add Distribution Statement "D".

All remaining Product drawings without distribution Add Distribution Statement "A".

Remove All Parts Lists are obsolete.

| Document: | Delete: | Substitute: |
|----------------|-----------|----------------------------|
| O-T-236 | X | ASTM D 4081 OR ASTM D 4376 |
| FED-STD-151 | X | ASTM E1282 |
| 9201748 note 2 | ASTM A107 | ASTM A 575 |

Spec Mil-P-50569 needs to be updated and rewritten,
UT inspection of the rotating band needs to be added.
Graphite grade needs to be determined.
Exterior Paint requirement needs to be revised.

All Inspection drawings without distribution Add Distribution Statement "A".

Add R10A2024 NOR 1 To the TDPL.

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

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

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL -9235997 with revisions in effect as of 11/30/2009 (except as follows):

Add ECP R1K2053 Nor 001/002 used on MIL-P-45449 to the TDP/TDPL.

Add USADACS drawing's 1948-4116, 1948-4076 and ACV00561 to the TDP/TDPL.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 17 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

Drawing 9235995 Sheets 1 and 2 are Distribution "D". All remaining drawings are Distribution "A".

Remove All PLs from TDP/TDPL.

Change Protective Finish, Note 14 on Drawing 9235995 Sheet 2 TO: Ammunition Topcoat shall be in accordance with Finish 20.2 of Mil-Std-171 (Type II of MIL-DTL-11195), Olive Drab Color No. 34088. Interior surface primer shall be Dwg 12991256, in accordance with Mil-Std-171.

Add Dwg 12991256 to TDP/TDPL. This is a Source Control drawing. Change 2nd vendor part no. form "E9962" to "MIL-P-11414E HAPS free version".

Deg 9235997: Within PE spec MIL-W-50557 Delete "FED-STD-151"

Delete UU-T-81 from TDPL. It has been replaced by a commercially available water resistant paper tage on Note 6 of packing and marking drawing 9327883.

Inspection drawings are distribution A.

(End of statement of work)

(CS6100)

C-2 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR FEB/2008
 (RICC) BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

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

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

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

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

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

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the

Name of Offeror or Contractor:

AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

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

(b) AEPS HELP-DESK and Problem Reporting Procedures

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

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative

Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426

Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

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

(3) You may also check out our new Frequently Asked Questions page to get answers on access problems as another means of assistance.

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

"Password Problems or Request Status" at

"Ask the AEPS Public Help Knowledge Base" at

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

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

(d) Ammunition Data Card Input

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

(e) Email Notification

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

(f) Information Updates

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

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 19 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

of contact.

(g) Report of Contractor Ballistic Testing Module

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

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

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

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

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

(End of statement of work)

(CS7200)

C-3 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION JUL/2005
(RICC)

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

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

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

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

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

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

(End of statement of work)

(CS7300)

C-4 52.246-4562 PHOSPHATE COATING REQUIREMENT (LIGHT) OCT/2005
(RICC)

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

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

Name of Offeror or Contractor:

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

(End of clause)

(CS7500)

C-5

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2001

(RICC)

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

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

(c) If the USG 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 USG in all instant, concurrent, future, and collateral savings.

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

(End of clause)

(CS7600)

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

Page 21 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

APPLIES TO CLIN 0001 (PGU 45 HF)

- (a) Packaging shall be in accordance with MIL-STD-130 revision N, dated 17 Dec 2007.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007. 2-D bar code marking is required on the outer shipping container and the unitized load.

EXCEPTION: NA

APPLIES TO CLIN 0002 (M927 Rocket Motor Body)

- (a) Packaging shall be in accordance with MIL-STD-130 revision N, dated 17 Dec 2007.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007. 2-D bar code marking is required on the outer shipping container and the unitized load.

EXCEPTION: NA

APPLIES TO CLIN 0003 (M927 Warhead Insulating Assy.)

- (a) Packaging shall be in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with Marking shall be in accordance with MIL-STD-130, Revision N, dated 17 Dec 2007. 2-D bar code marking is required on the outer shipping container and the unitized load.

EXCEPTION: NA

APPLIES TO CLIN 0004 (M825A1)

- (a) Packaging shall be in accordance with 8837839, Revision CA, dated 21 Aug 2009.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 8837839, REV CA, DATED 21 AUG 2009.

EXCEPTION: 2-D Bar code marking is required. Drawing 12999545, Rev D, dated 16 OCT 2009 applies. One bar code label shall be applied to one strap.

APPLIES TO CLIN 0005 (M549A1 Rocket Motor Body)

- (a) Packaging shall be in accordance with MIL-STD-129, Revision P, dated 10 Feb 2004
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with MIL-STD-129, Revision P, with Change notice 2, dated 10 Feb 2004.

EXCEPTION: NA

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

Page 22 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:APPLIES TO CLIN 0006 (M549A1 Warhead Insulating Assy)

- (a) Packaging shall be in accordance with 9327883, Revision J, dated 21 Aug 2009
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9327883, Revision J, Dated 21 Aug 2009. 2-D Barcodes are required in accordance with 1299545, Revision D, Dated 6 Oct 2009.

EXCEPTION: Engineering Exceptions of Section C apply.
(End of clause)

(DS6303)

D-2 52.247-4517 PALLETIZATION INSTRUCTION
(RICC)

MAR/1992

CLIN 0004 (M825A1)

Palletization shall be in accordance with 8837839, revision CA, dated 21 Aug 2009 and bundling of the pallets shall be in accordance with 19-48-4076, Rev 3, dated Sep 2002. Marking shall be in accordance with 8837839, REv CA and 19-48-4076, Rev3, dated Sep 2002. 2-D bar code marking is also required on the bundled load in accordance with ACV00561, Rev F, Dated 2 DEC 2008.

HEAT TREAT WOOD QUALITY MARKING:

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

CLIN 0006 (M549A1 Warhead Insulating Assembly):

Palletization shall be in accordance with 19-48-4076, revision 3, dated SEP 2002. Marking shall be in accordance with ACV00561, Revision F, dated 2 December 2008. 2-D barcodes are required.

BASIC DRAWING

HEAT TREAT WOOD QUALITY MARKING:

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

(End of clause)

(DS6204)

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

Page 23 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 52.209-4511 (RICC) | FIRST ARTICLE TEST (GOVERNMENT TESTING) | FEB/2010 |

(a) The Government first article test shall consist of:

APPLIES TO CLIN 0001 (PGU 45 HF):

those items and quantities as required per 3.10-3.10.3; Table II; 4.3.2.6 and 4.4.7-4.4.7.4 of MIL-DTL-60547G.

PJCTL, 105MM, HE, M1, METAL PARTS ASSEMBLY for Proving Ground Testing as required by Table II of MIL-DTL-60547G.

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

MIL-P-70525A with AMD 6 Paragraphs 3.5.3, 3.10, 4.3, 4.3.2, 4.3.11 and in accordance with Table 1. Samples shall ship only upon acceptance of a dimensional FAT. Samples shall be shipped to Iowa Army Ammunition Plant for inert loading, then shipped to Yuma Proving Ground (YPG) for ballistic FAT.

APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

those items and quantities as required per 3.5, 4.3.2.1 - 4.3.1.2, 4.4.5 - 4.4.5.2, 4.5.8 and 6.6 of MIL-P-70524 w/ Amendment 7.

Warhead Insulation Assembly for Proving Ground Testing as required per MIL-P-70524 w/ Amendment 7.

APPLIES TO CLIN 0004 (M825A1):

those items and quantities as required per paragraph 4.3 and Table I of MIL-P-64008 w/ Amendment 3 and MIL-A-48078A paragraph 4.3.

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

those items and quantities as required by MIL-P-50569C w/ Am 3, Table 1 and paragraphs 4.4.2.6, 4.5.5 and MIL-A-48078A paragraph 4.3 through 4.3.3.

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

those items and quantities as required per paragraphs 4.3 - 4.3.2 and Table 1 of MIL-W-50577C w/ Am 7.

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

(b) The first article shall be delivered to:

APPLIES TO CLIN 0001 (PGU 45 HF):U.S. Army Yuma Proving Ground
3294 Aberdeen and Firing Rd.
Yuma, AZ 85365-9498APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

Name of Offeror or Contractor:APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

U.S. Army Yuma Proving Ground
3294 Aberdeen and Firing Rd.
Yuma, AZ 85365-9498

APPLIES TO CLIN 0004 (M825A1):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

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

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

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below:

APPLIES TO CLIN 0001 (PGU 45 HF):

Ballistic Safety Test/Proving Ground Test
50 samples tested in accordance with requirements paragraphs 4.4.7 - 4.4.7.4, 4.3.2.6 and Table II. These samples shall be shipped to the Proving Ground after all other FAT requirements have successfully been completed.

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

MIL-P-70525A with AMD 6; para 3.7, 4.3.2, 4.4.3.8, 4.5.8; Ballistic First Article Testing

APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

Ballistic Safety Test / Proving Ground Test
Samples tested in accordance with requirement paragraphs 4.4.5 - 4.4.5.2.
These samples shall be shipped to the Proving Ground after all other FAT requirements have successfully been completed.

APPLIES TO CLIN 0004 (M825A1):

Ballistic / Proving Ground Test
Samples tested in accordance with requirements of Table 1 and paragraph 4.5.11 of MIL-P-64008 w/ Amendment 3.
These samples shall be shipped to the Proving Ground after all other FAT requirements have successfully been completed.

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

Ballistic Safety Test / Proving Ground Test

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

Page 25 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

20 samples tested in accordance with requirement paragraph 4.4.3.7 & 4.5.5 of MIL-P-50569C w/ Am 3.
These samples shall be shipped to the Proving Ground after all other FAT requirements have been successfully completed.

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

Ballistice Safety Test / Proving Ground Test

20 samples tested in accordance with requirement paragraph 4.3.2.1 - 4.3.2.1.2, 4.4.3.3 and 4.5.8 of MIL-W-50577C w/ Am 7.
These sample shall be shipped to the Proving Ground after all other FAT requirements have successfully been completed.

The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

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

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

(End of clause)

(ES6033)

E-5 52.246-4530 SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING) MAY/1994
LOCAL

(a) A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the USG for acceptance. This sample shall consist of:

APPLIES TO CLIN 0001 (PGU 45 HF):

Items and quantities listed in MIL-DTL-60547G.

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

Twenty (20) Total M927 Body Bonding Assemblies in accordance MIL-P-70545 with AMD 6, para 4.4.3.8.2

APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

Items and quantities listed in MIL-P-70524 with Amendment 7.

APPLIES TO CLIN 0004 (M825A1):

Items and quantities listed per MIL-P-64008 W/ Am 3 paragraph 4.4.3.4.

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

Items and quantities listed per MIL-P-50569C w/ Am 3.

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

Page 26 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

Items and quantities listed per MIL-W-50577C w/ Am 7.

The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

| | TEST | REQUIREMENTS | SAMPLE |
|-----------|---|--|--|
| CLIN 0001 | Ballistic Safety Test / Proving Ground Test | As required by MIL-DTL-60547G | As required by MIL-DTL-60547G |
| CLIN 0002 | Ballistic Lot Acceptance Test | MIL-P-70545 AMD 6 | Normal sample size: Twenty (20) Reduced sample size: Ten (10); after three successful BLATs fired at normal sample size |
| CLIN 0003 | Ballistic Safety Test / Proving Ground Test | As required by MIL-P-70524 with Amendment 7 | As required by MIL-P-70524 with Amendment 7 |
| CLIN 0004 | Ballistic Test / Proving Ground Test per MIL-P-64008 W/ Am 3 paragraph 4.4.3.4 (8 assemblies) | As required per MIL-P-64008 W/ Am 3 | As required per MIL-P-64008 W/Am 3 per paragraph 4.4.3.4 |
| CLIN 0005 | Ballistic Safety Test / Proving Ground Test per MIL-P-50569C w/ Am 3 | As required per MIL-P-50569C w/ Am 3 | As required per MIL-P-50569C w/ Am 3 |
| CLIN 0006 | Ballistic Safety Test / Proving Ground Test | As required per MIL-W-50577C w/ Am 7 | As required per MIL-W-50577C w/ Am 7 |

TEST FACILITY:

APPLIES TO CLIN 0001 (PGU 45 HF):

U.S. Army Yuma Proving Ground
3294 Aberdeen and Firing Rd.
Yuma, AZ 85365-9498

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

Transportation Officer
U.S. Army Yuma Proving Ground
Bldg 3740 KOFA Firing Range on Aberdeen Road
Yuma, AZ 85365-9498

APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

U.S. Army Yuma Proving Ground
3294 Aberdeen and Firing Rd.
Yuma, AZ 85365-9498

APPLIES TO CLIN 0004 (M825A1):

YUMA Proving Ground
Bldg 3740 KOFA Firing Range on Aberdeen Road
Yuma, AZ 85365-9498

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

YUMA Proving Ground
Bldg 3740 KOFA Firing Range on Aberdeen Road
Yuma, AZ 85365-9498

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

YUMA Proving Ground
Bldg 3740 KOFA Firing Range on Aberdeen Road

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 27 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

Yuma, AZ 85365-9498

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

LAP FACILITY:

APPLIES TO CLIN 0001 (PGU 45 HF):

N/A

APPLIES TO CLIN 0002 (M927 ROCKET MOTOR BODY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

APPLIES TO CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

APPLIES TO CLIN 0004 (M825A1):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638 - 5000

APPLIES TO CLIN 0005 (M549A1 ROCKET MOTOR BODY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

APPLIES TO CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):

Transportation Officer
Iowa Army Ammunition Plant
17575 Highway 79, Gate 3
Middletown, IA 52638-5000

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

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

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

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

(g) The Contracting Officer shall by written notice to the Contractor within

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

Page 28 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

| | |
|---|----|
| APPLIES TO <u>CLIN 0001 (PGU 45 HF):</u> | 45 |
| APPLIES TO <u>CLIN 0002 (M927 ROCKET MOTOR BODY):</u> | 60 |
| APPLIES TO <u>CLIN 0003 (M927 WARHEAD INSULATING ASSEMBLY):</u> | 45 |
| APPLIES TO <u>CLIN 0004 (M825A1):</u> | 45 |
| APPLIES TO <u>CLIN 0005 (M549A1 ROCKET MOTOR BODY):</u> | 45 |
| APPLIES TO <u>CLIN 0006 (M549A1 WARHEAD INSULATING ASSEMBLY):</u> | 45 |

days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

(h) If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the USG, to submit an additional production lot test sample for test. When notified by the USG to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the USG under the terms and conditions and within the time specified in the notification. The USG shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

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

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

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

(End of clause)

(ES6035)

E-6 52.246-4550 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2010
LOCAL (RICC)

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

(b) The Contractor shall comply with:

- (X) ISO 9001-2008; only design/development exclusions permitted
- () ISO 9001-2008; no exclusions permitted

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

(End of clause)

E-7 52.246-4553 CRITICAL CHARACTERISTICS (SIX SIGMA) MAY/2010
(RICC)

(a) The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical

Name of Offeror or Contractor:

characteristics (see paragraphs d & e). The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423 and DI-MGMT-80004. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at <http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/qQuality.shtml>

(b) The contractor shall assure its critical processes are robust in design, capable and under control, with the objective of not generating any critical non-conformances. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its critical processes to prevent generating critical non-conformances as identified in the CCC Plan.

(c) An inspection and verification system shall be employed that will verify the robustness of all critical processes. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its inspection and verification system to detect and prevent critical non-conformance escapes as identified in the CCC Plan. The USG expects that a contractor will allow zero critical escapes. To demonstrate its critical escape risk the contractor will utilize the non-conformance escape risk goal provided below.

(1) Unless otherwise specified immediately below, the calculated critical non-conformance escape risk is 1 in a million (.000001) items delivered. Or:

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

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

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

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

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

(e) In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in its contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CIICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with guidance located at <http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml> and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

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

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

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

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

Name of Offeror or Contractor:

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

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government as required in f(3) above.

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

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

(g) The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 and DI-MGMT-80004 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this clause.

(h) The contractor may continue production with an approved CPOA provided that the critical non-conformance is consistent with the failure mode(s) and rates established in the CPOA. Failure to meet all CPOA requirements will require the contractor to revert back to paragraph f requirements.

(i) If a critical non-conformance is discovered beyond its designated inspection point and prior to USG acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after USG acceptance the USG has the right to invoke the requirements of paragraph f with respect to the contractors remaining production under this contract.

(End of clause)

(ES6550)

E-8 52.245-4545 MIL-STD-1916 OCT/2000
 LOCAL

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

(End of clause)

(ES7650)

E-9 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) MAR/2006
Part I General Statistical Process Control Requirements

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a USG 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

Name of Offeror or Contractor:

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 USG, 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 USG. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

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

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

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

(h) The USG will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

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

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

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

(i) The USG 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

Name of Offeror or Contractor:

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

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

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

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, USG documents).

1.3 SPC Management Structure:

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

1.4 SPC Training:

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

1.5 Manufacturing Controls:

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

1.6 Determination of SPC Use:

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

Name of Offeror or Contractor:**1.7 Process Stability and Capability:**

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

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

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

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

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

1.8 Control Chart Policy:

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

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

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

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

1.9 Vendor/Subcontractor Purchase Controls:

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

1.10 SPC Audit System:

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

1.11 SPC Records:

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

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

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

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|---------------------------|---|---|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 34 of 92 MOD/AMD |
|---------------------------|---|---|

Name of Offeror or Contractor:

out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-10 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL FEB/2010
(RICC)

(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.

(f) Rework and repair is a supply chain flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(End of clause)

(ES7012)

E-11 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT FEB/2010
(RICC)

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with NCSL Z540.3 or ISO 10012:2003.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the USG in accordance with the USG Property clause of this contract. USG 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

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

Page 36 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-5 | 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999 |
| F-6 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | AUG/2008 |

(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.

"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, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch 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/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., 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 an issuing agency.

"USGs 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;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Name of Offeror or Contractor:

"Machine-readable" means an automatic identification 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 item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" 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, lot, or batch 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, lot, or batch 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, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"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/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

- (1) The Contractor shall provide a unique item identifier for the following:
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
 - (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-_____ |
| __-1-_____ | -2-_____ |
| __-1-_____ | -2-_____ |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

Name of Offeror or Contractor:

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in 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) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) USGs unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

Name of Offeror or Contractor:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-7 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
(RICC)

SEP/2007

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

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

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

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

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

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

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

(End of clause)

(FS7240)

Name of Offeror or Contractor:

F-8 52.247-4552 SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS)
(RICC)

FEB/1996

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

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

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

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

(End of clause)

(FS7052)

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 41 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

| Regulatory Cite | Title | Date |
|---|---|----------|
| G-1 | 52.232-4501 US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT | AUG/2008 |
| <p>1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.</p> <p>2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.</p> <p>3. The Contractor may submit a payment request using other than WAWF-RA only when:</p> <p style="margin-left: 40px;">(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;</p> <p style="margin-left: 40px;">(b) DoD is unable to receive a payment request in electronic form; or</p> <p style="margin-left: 40px;">(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.</p> <p>4. INSTRUCTIONS:</p> <p style="margin-left: 40px;">(a) INITIAL: The contractor shall register to use WAWF at . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at http://www.wawftraining.com/ .</p> <p style="margin-left: 40px;">(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:</p> <ol style="list-style-type: none"> 1) Progress Payment (For use under contractually authorized Progress Payments) 2) Performance Based Payment (For use under contractually authorized Performance Based Payments) 3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items) 4) "2-in-1" (For Service CLINS only) 5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts") <p style="margin-left: 40px;">(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:</p> <p>Contractor Cage Code* _____</p> <p>Pay DoDAAC (Department of Defense Activity Address Code)*:</p> <p>Issue DoDAAC: W52P1J</p> <p>Admin DoDAAC*:</p> <p>Inspect by DoDAAC*:</p> <p>Contracting Officer*</p> <p>Ship to Code*: (Not Required for Services)</p> | | |

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

Page 42 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

(End of clause)

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

Page 43 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 252.222-7006 | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS | MAY/2010 |
| H-2 | 52.232-4506 (RICC) | PROGRESS PAYMENT LIMITATION | FEB/2010 |

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

(End of clause)

(HS6002)

| | | | |
|-----|----------------------|-------------------------------|----------|
| H-3 | 52.245-4506 LOCAL | GOVERNMENT FURNISHED PROPERTY | OCT/1994 |
|-----|----------------------|-------------------------------|----------|

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the USG-owned property listed in attachment number 0009 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 0009 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 0009 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of USG Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the USG retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

| | | | |
|-----|-----------------------|--|----------|
| H-4 | 52.203-4501 (RICC) | OPERATIONS SECURITY (OPSEC) REQUIREMENTS | MAR/2010 |
|-----|-----------------------|--|----------|

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 44 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423 /DI-MGMT-80934A within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.
5. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.
6. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information can not be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.
7. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

(End of Clause)

HS7001

H-5 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

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

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

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

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 45 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2007 |
| I-9 | 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR/2010 |
| I-10 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-11 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR/2008 |
| I-12 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUL/2010 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006 |
| I-14 | 52.209-8 | UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS | APR/2010 |
| I-15 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-16 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-17 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | MAR/2009 |
| I-18 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-19 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT/1997 |
| I-20 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-21 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/1997 |
| I-22 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2004 |
| I-23 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-24 | 52.217-2 | CANCELLATION UNDER MULTI-YEAR CONTRACTS | OCT/1997 |
| I-25 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JUL/2010 |
| I-26 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| I-27 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-28 | 52.222-3 | CONVICT LABOR | JUN/2003 |
| I-29 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION | JUL/2005 |
| I-30 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JUL/2010 |
| I-31 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-32 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-33 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-34 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-35 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-36 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-37 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-38 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JAN/2009 |
| I-39 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | AUG/2003 |
| I-40 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-41 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-42 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-43 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-44 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | APR/2003 |
| I-45 | 52.229-6 | TAXES--FOREIGN FIXED-PRICE CONTRACTS | JUN/2003 |
| I-46 | 52.232-1 | PAYMENTS | APR/1984 |
| I-47 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-48 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-49 | 52.232-11 | EXTRAS | APR/1984 |
| I-50 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-51 | 52.232-25 | PROMPT PAYMENT | OCT/2008 |
| I-52 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-53 | 52.233-1 | DISPUTES | JUL/2002 |
| I-54 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 46 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|---|-------------|
| I-55 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-56 | 52.242-2 | PRODUCTION PROGRESS REPORTS | APR/1991 |
| I-57 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-58 | 52.243-1 | CHANGES--FIXED PRICE | AUG/1987 |
| I-59 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-60 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010) -- ALTERNATE I (JUN 2010) | JUN/2010 |
| I-61 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-62 | 52.247-15 | CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING | APR/1984 |
| I-63 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-64 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-65 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-66 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-67 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-68 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-69 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | JAN/2009 |
| I-70 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-71 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JAN/2009 |
| I-72 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-73 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-74 | 252.204-7004 | ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7) | SEP/2007 |
| I-75 | 252.204-7008 | EXPORT-CONTROLLED ITEMS | APR/2010 |
| I-76 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-77 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-78 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-79 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | DEC/2006 |
| I-80 | 252.223-7004 | DRUG-FREE WORK FORCE | SEP/1988 |
| I-81 | 252.223-7006 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | APR/1993 |
| I-82 | 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD | MAY/2007 |
| I-83 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | MAY/2007 |
| I-84 | 252.225-7008 | RESTRICTION ON ACQUISITION OF SPECIALTY METALS | JUL/2009 |
| I-85 | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS | JUL/2009 |
| I-86 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2010 |
| I-87 | 252.225-7013 | DUTY-FREE ENTRY | DEC/2009 |
| I-88 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | DEC/2009 |
| I-89 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-90 | 252.229-7000 | INVOICES EXCLUSIVE OF TAXES OR DUTIES | JUN/1997 |
| I-91 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-92 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | MAR/2008 |
| I-93 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-94 | 252.242-7004 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM | JUL/2009 |
| I-95 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-96 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-97 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | AUG/2009 |
| I-98 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-99 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-100 | 252.251-7000 | ORDERING FROM GOVERNMENT SUPPLY SOURCES | NOV/2004 |
| I-101 | 52.209-4 | FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) | JAN/1997 |

(a) The Contractor shall deliver -1- unit(s) of Lot/Item -2- within -3- calendar days from the date of this contract to the Government at -4- for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within -5- calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 47 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

(1) progress payments, or

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

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

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-102 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award (DOA) through 1825 Days After Award (DAA).

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

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

(End of Clause)

I-103 52.216-19 ORDER LIMITATIONS OCT/1995

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

Page 48 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

(a) Minimum order. When the USG requires supplies or services covered by this contract in an amount of less than,

| | |
|---|------------|
| Applies to CLIN 0001 (PGU 45HF) | 2,500 each |
| Applies to CLIN 0002 (M927 Rocket Motor Body) | 2,500 each |
| Applies to CLIN 0003 (M927 Warhead Insulating Assembly) | 2,500 each |
| Applies to CLIN 0004 (M825A1) | 3,000 each |
| Applies to CLIN 0005 (M549A1 Rocket Motor Body) | 2,500 each |
| Applies to CLIN 0006 (M549A1 Warhead Insulating Assembly) | 2,500 each |

the USG is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of

| | |
|---|-------------|
| Applies to CLIN 0001 (PGU 45HF) | 15,000 each |
| Applies to CLIN 0002 (M927 Rocket Motor Body) | 10,000 each |
| Applies to CLIN 0003 (M927 Warhead Insulating Assembly) | 10,000 each |
| Applies to CLIN 0004 (M825A1) | 60,000 each |
| Applies to CLIN 0005 (M549A1 Rocket Motor Body) | 10,000 each |
| Applies to CLIN 0006 (M549A1 Warhead Insulating Assembly) | 10,000 each |

(2) Any order for a combination of items in excess of NA; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the USG may acquire the supplies or services from another source.

(End of Clause)

I-104 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and USG's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract for orders placed after 1,825 days after award.

(End of Clause)

I-105 52.232-16 PROGRESS PAYMENTS (JUL 2009) -- ALTERNATE II (APR 2003) AND APR/2003

ALTERNATE III (APR 2003)

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

Name of Offeror or Contractor:

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

(a) Computation of amounts.

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

(5) The amount of unliquidated progress payments may exceed neither

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

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

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

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

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

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

Name of Offeror or Contractor:

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

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

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Risk of loss. Before delivery to and acceptance by the USG, the Contractor shall bear the risk of loss for property, the title to

Name of Offeror or Contractor:

which vests in the USG under this clause, except to the extent the USG expressly assumes the risk. The Contractor shall repay the USG an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

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

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit USG verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

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

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

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

(i) Reservations of rights.

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

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

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

(2) The USG's rights and remedies under this clause --

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

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

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

(1) The amounts included are limited to --

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

Name of Offeror or Contractor:

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 53 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the USG under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(n) The Contracting Officer will liquidate progress payments made under this letter contract, unless previously liquidated under paragraph (b) of this clause, using the following procedures:

(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.

(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.

(3) If this letter contract is partly terminated and partly superseded by a contract, the USG will allocate the unliquidated progress payments to the terminated and unterminated portions as the USG deems equitable, and will liquidate each portion under the relevant procedure in paragraphs (n)(1) and (n)(2) of this clause.

(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the USG on demand.

(o) The amount of unliquidated progress payments shall not exceed 80%.

(p) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of Clause)

I-106 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of USG conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) calendar days from the date that the Contractor identifies any USG conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each USG individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

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|---------------------------|--|---------------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 54 of 92 MOD/AMD |
|---------------------------|--|---------------------------------|

Name of Offeror or Contractor:

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

(d) USG response. The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

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

(e) Equitable adjustments.

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

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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

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

(End of Clause)

Name of Offeror or Contractor:

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

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

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

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the USG of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance

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

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

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

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

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

(c) Remedies available to the USG.

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

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

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

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

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

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

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

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

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

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

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

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

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 56 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

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

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

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

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

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

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

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

(End of Clause)

I-108 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

I-109 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including

Name of Offeror or Contractor:

contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

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

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

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

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"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) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

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

Page 58 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

I-110 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-111 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2010-00013)

JUN/2010

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 59 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, u.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-112 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) -- JUN/2007
ALTERNATE I (JUN 2007)

(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Name of Offeror or Contractor:

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the USG and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the USG is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the USG. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General

Name of Offeror or Contractor:

Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The USG shall deliver to the Contractor the Government-furnished property described in this contract. The USG shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The USG may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The USG shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the USG, nor shall Government property become a fixture or lose its

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 62 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the USG under this contract shall pass to and vest in the USG when its use in performing this contract commences or when the USG has paid for it, whichever is earlier, whether or not title previously vested in the USG.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the USG will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the USG upon

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the USG, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the USG upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the USG upon

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the USG, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as USG owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

Name of Offeror or Contractor:

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

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

Page 64 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain USG accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The USG shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the USG that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure USG access to subcontractor premises, and all Government property located at subcontractor premises,

Name of Offeror or Contractor:

for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the USG's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the USG's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the USG has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without USG approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without USG approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

Name of Offeror or Contractor:

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other USG contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another USG contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the USG has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its

| | | | |
|---------------------------|--|----------------|-----------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page | of |
| | W52P1J-09-R-0163 PIIN/SIIN | MOD/AMD | |

Name of Offeror or Contractor:

intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The USG's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any USG contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the USG does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The USG, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the USG regarding such property shall cease.

(3) The USG has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words USG and Government-furnished (wherever they appear in this clause) shall be construed as USG and USG-furnished, respectively.

(End of clause)

I-113

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/index.htm>

(End of Clause)

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 68 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

I-114 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-115 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(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 at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 69 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

I-116 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS (DEVIATION -- #2008- FEB/2009
00008)

This clause supplements either FAR clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded

- (1) Protege firms which are qualified organizations employing the severely handicapped; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit certain reports as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractors individual subcontracting plans:

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service
- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 70 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |

Name of Offeror or Contractor:

- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service
- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Services

(2) For DoD, the authority to acknowledge or reject certain reports is as follows:

(i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

(End of Clause)

I-117 52.203-5000 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JAN/2009
(ACC)

FAR 52.203-13(b)(3)(i), also included in Section I of this document, requires submission of certain information to the "agency Office of the Inspector General (OIG)". Within the Department of Defense (DoD), the designated agency Office of the Inspector General (OIG) is the DoD OIG at the following address:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

(End of Clause)

I-118 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN AUG/2010
LOCAL

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

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

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

Page 71 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman at HQ, Army Field Support Command, ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman, Rock Island, IL 61299, phone: (309)782-7287, facsimile: (309)782-8469.

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

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

(End of clause)

(IS7080)

I-119 252.219-7012 DOD MENTOR-PROTEGE PROGRAM

NOV/2005

a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-120 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION

JAN/2006

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

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

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

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

(End of clause)

(IS7070)

I-121 52.247-4544 TRANSPORTATION CONTAINERIZATION
(RICC)

SEP/2007

If production quantities require containerization for shipment to destination the following will apply:

(a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (AMSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Shipment is to be placed in a serviceable, ammunition-grade container IAW with the latest revision of "Mil-Handbook 138-B" and "IMDG Ammunition Grade Guidance 7.4.6".

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 MOD/AMD | Page 72 of 92 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

(b) The contractor will be liable to the USG for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

(End of clause)

(IS7011)

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

Page 73 of 92

PIIN/SIIN W52P1J-09-R-0163

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 (CDRL) - PGU 45HF-CLIN 0001 | 12-DEC-2009 | 007 | |
| Exhibit B | CONTRACT DATA REQUIREMENTS LIST (CDRL) - M927 ROCKET MOTOR BODY - CLIN 0002 | 30-DEC-2009 | 007 | |
| Exhibit C | CONTRACT DATA REQUIREMENTS LIST (CDRL) - M927 WARHEAD INSULATING ASSY - CLIN 0003 | 12-JAN-2010 | 007 | |
| Exhibit D | CONTRACT DATA REQUIREMENTS LIST (CDRL) - M825A1 - CLIN 0004 | 31-DEC-2009 | 007 | |
| Exhibit E | CONTRACT DATA REQUIREMENTS LIST (CDRL) - M549A1 ROCKET MOTOR BODY - CLIN 0005 | 24-MAR-2010 | 007 | |
| Exhibit F | CONTRACT DATA REQUIREMENTS LIST (CDRL)- M549A1 WARHEAD INSULATING ASSY - CLIN 0006 | 13-JAN-2010 | 007 | |
| Attachment 0001 | PRICING MATRIX | | 002 | |
| Attachment 0002 | DOCUMENT SUMMARY LIST - PGU 45 HF - CLIN 0001 | | 003 | |
| Attachment 0003 | DOCUMENT SUMMARY LIST - M927 ROCKET MOTOR BODY - CLIN 0002 | | 003 | |
| Attachment 0004 | DOCUMENT SUMMARY LIST - M927 WARHEAD INSULATING ASSY - CLIN 0003 | | 003 | |
| Attachment 0005 | DOCUMENT SUMMARY LIST - M825A1 - CLIN 0004 | | 003 | |
| Attachment 0006 | DOCUMENT SUMMARY LIST -M549A1 ROCKET MOTOR BODY - CLIN 0005 | | 003 | |
| Attachment 0007 | DOCUMENT SUMMARY LIST - M549A1 WARHEAD INSULATING ASSY - CLIN 0006 | | 003 | |
| Attachment 0008 | ESSENTIAL PIECES OF EQUIPMENT | | 001 | |
| Attachment 0009 | LIST OF GOVERNMENT FURNISHED MATERIAL (GFM) | | 001 | |
| Attachment 0010 | INSTRUCTIONS FOR COMPLETEING DD FORM 1423 | | 001 | |
| Attachment 0011 | GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL) | | 002 | |
| Attachment 0012 | ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP | | 001 | |
| Attachment 0013 | DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP) | | 009 | |
| Attachment 0014 | DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR) | | 002 | |
| Attachment 0015 | DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD) | | 004 | |
| Attachment 0016 | JMC FORM 715-3/DEFENSE PRIORITIES AND ALLOCATION SYSTEMS | 01-MAR-2005 | 002 | |
| Attachment 0017 | SFILL/DISCLOSURE OF LOBBYING ACTIVITIES | | 003 | |
| Attachment 0018 | ADDRESS LIST | | 001 | |
| Attachment 0019 | OPSEC ACQUISITION PLAN - SAMPLE | | 015 | |
| Attachment 0020 | DRAFT PROCESS MAP | | 012 | |
| Attachment 0021 | NON-DISCLOSURE AGREEMENT | | 003 | |
| Attachment 0022 | SOW STATEMENT OF ACCOUNTABILITY INSTRUCTIONS | | 001 | |
| Attachment 0023 | MIL -P-70524 | 29-OCT-1990 | 041 | |
| Attachment 0024 | MIL-P-70524 WITH AMENDMENT 07 | 30-MAY-1997 | 005 | |

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

Page 74 of 92

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

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

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.225-20 | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION | AUG/2009 |
| K-2 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | JAN/2009 |
| K-3 | 252.209-7002 | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT | JUN/2010 |
| K-4 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| K-5 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | FEB/2009 |

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

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

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

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

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

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

Name of Offeror or Contractor:

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

Name of Offeror or Contractor:

- (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

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

(End of Provision)

K-6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS APR/2010
(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
 - (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the

Name of Offeror or Contractor:

information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-7 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) MAY/2010

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

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. General Instructions:

L.1.1. Introduction This section contains general proposal submission instructions as well as specific proposal requirements for the High Explosive (HE) Projectile Metal Parts (PMPTS) for the PGU 45 HF, M927 Rocket Motor Body, M927 Warhead Insulating Assy, M825A1, M549 Rocket Motor Body and M549 Warhead Insulating Assy E MPTSHE being procured on this acquisition.

a. Offerors are responsible to check with the Contracting Officer and/or Contract Specialist to ensure that the proposal submitted has in fact been received by the Contracting Officer and/or Contract Specialist. This must be done by the date/time set in the solicitation for receipt of offers.

b. The United States Government (USG) intends to make awards for each CLIN to a minimum of two (2) offerors whose proposals are determined to be the Lowest Priced Technically Acceptable (LPTA) based on the evaluation criteria outlined in this solicitation. The USG will be utilizing a four-phase approach to determine which offerors proposals are Technically Acceptable and offer the lowest prices. After each Phase the USG will issue a letter to each offeror to advise it of its rating of either Acceptable or Unacceptable. Any offeror receiving an Unacceptable rating in any Phase will be eliminated from further consideration and will be ineligible for award.

The four Phases are as follows:

Phase I Feasibility Assessment:

The USG will evaluate each offerors proposal to determine if the offeror has the appropriate essential pieces of equipment and/or plan to procure the essential pieces of equipment or subcontract the required steps in the manufacturing process required for the PGU 45 HF, M927 Rocket Motor Body, M927 Warhead Insulating Assy, M825A1, M549 Rocket Motor Body and M549 Warhead Insulating Assy as outlined in this solicitation. Those offerors receiving an Acceptable rating in this Phase will move onto Phase II.

Phase II Manufacturing Readiness Level Assessment (MRL):

The USG will evaluate each remaining offerors Manufacturing Readiness Assessment (MRA) as outlined in this solicitation. The offerors with a MRA that leads to a Manufacturing Readiness Level (MRL) of 9 or a low risk Manufacturing Maturity Plan (MMP) that achieves a MRL of 9 at First Article will receive an Acceptable rating in Phase II and will move onto Phase III.

Phase III USG Site Visit:

The USG will conduct a site survey to validate the remaining offerors MRAs with an MMP if applicable as submitted in Phase II. Those offerors receiving an Acceptable rating in Phase III will move onto Phase IV of the evaluation.

Phase IV- Price Evaluation:

USG will evaluate the remaining offerors Prices in accordance with this solicitation. The offerors will be listed by each CLINs Total Evaluated Price in ascending order.

c. Each offeror shall provide the information as required by this solicitation (including attachments and exhibits) in the proper format. The proposal must contain all information as required for each Phase and should be put into the format as described herein. Each Phase should be addressed in the prescribed format and sequence as identified in this solicitation. Phases I and II will be evaluated independently; proposal information from Phase II will not be considered in Phase I and proposal information from Phase I will not be considered in Phase II. The USG intends to award without discussions (see FAR 52.215-1). Proposals that do not contain the information requested in this solicitation risk being determined Unacceptable by the USG. The USG will not assume the offeror possesses any capability, understanding, or commitment not specified in the proposal.

d. The proposal(s) must not merely repeat the solicitation requirements, but rather must provide documentary evidence explaining how contract requirements will be met.

e. A separate proposal is required for each CLIN for which the offeror wants to be considered for award. Evaluations for each CLIN will be performed independently of each other. A separate Price Matrix (Attachment 0001) is required for each CLIN. The offeror must ensure that all required information is in each proposal because information will not be shared between the evaluation teams for each CLIN. The CLINs are as follows:

CLIN 0001, PGU 45HF

CLIN 0002, M927 Rocket Motor Body

Name of Offeror or Contractor:

CLIN 0003, M927 Warhead Insulating Assy
CLIN 0004, M825A1

CLIN 0005, M549A1 Rocket Motor Body
CLIN 0006, M549A1 Warhead Insulating Assy

f. The offeror shall enter firm fixed unit prices for every Ordering Period and Quantity Range on the applicable Price Matrix for each CLIN for which the offeror wants to be considered for award. Failure to completely fill out the Price Matrix may result in the proposal being determined Unacceptable. All unit prices proposed will be binding for unilateral delivery orders. The USG reserves the right to require the submission of any data (i.e. cost or pricing data) necessary to validate the reasonableness of an offer.

L.1.2. Alternative Proposals: Alternative proposals will not be accepted.

L.1.3. Proposals shall be submitted to the following address:

U.S. Army Contracting Command
Rock Island Contracting Center
ATTN: CCRC-AC, Matthew Kopel
1 Rock Island Arsenal
Bldg 60, 3rd Floor
Rock Island, IL 61299-8000

L.2. Proposal Instructions:

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

- a. One (1) completed paper copy of the attached Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the offeror. Acknowledgment of all amendments to the solicitation and all continuation sheets are to be filled in as directed (i.e., proposed prices in Section B/Price Matrix), and Certifications and Representations in Section K. Offerors are directed to thoroughly read the solicitation and fill in the required information in the appropriate solicitation clauses. For any fill-ins that are not applicable, the offeror must acknowledge by indicating N/A. The proposal must also include computation for the use of Government-Owned Production and Research Property, if applicable (See paragraph L.4., Use of Government Owned Production and Research Property).
- b. One (1) hard copy and five (5) CD Copies of Phase I as stated in L.2.2.1.
- c. One (1) hard copy and five (5) CD Copies of Phase II as stated in L.2.2.1.
- d. One (1) hard copy and two (2) CD Copies of Phase III as stated in L.2.2.1.
- e. Two (2) hard copies and two (2) CD Copies of Phase IV as stated in L.2.2.1.
- f. One (1) CD which contains the entire proposal (items a-e above).

A total of fifteen (15) CDs should be submitted in response to this solicitation. Each CD must clearly be marked with Offerors Name, Phase Number, and CLIN Number. The CDs submitted should be compiled using the Microsoft Office for Windows suite of applications, submitted on a single write CD-ROM to prevent accidental erasure of the data therein, formatted for an IBM PC compatible computer. Files may be provided in Portable Document Format (.pdf). CD copies must mirror the submitted hard copies. If the CD copy and hard copy differ, the CD copy supplied for each Phase will be used for the evaluation.

L.2.2. Format for Proposal:

L.2.2.1. Phase Structure: Each proposal shall be submitted in separate parts as set forth below. Each proposal must include all parts and should be submitted by the closing date and time of the solicitation. Failure to provide a part may result in the proposal being given an Unacceptable rating. Information provided in each Phase shall be specific to that Phase.

Phase I - Feasibility Assessment: (One (1) hard copy and five (5) CD copies). Maximum Page Allowance: 5 pages per CLIN

Phase II - Manufacturing Readiness Level Assessment (MRL): (One (1) hard copy and five (5) CD copies). Maximum Page Allowance is as follows:

- a. Manufacturing Readiness Assessment (MRA): 30 pages per CLIN
- b. Maturity Manufacturing Plan (MMP) if applicable: 10 pages per CLIN

Note: PROPOSAL CANNOT EXCEED 30 PAGES FOR AN MRA alone. Proposal cannot exceed 40 pages TOTAL FOR THE MRA AND MMP.

Name of Offeror or Contractor:

Phase III - USG Site Visit: (One (1) hard copy and two (2) CD copies). Maximum Page Allowance: 10 pages per CLIN

Key Information (see L.3.3.1)

Phase IV Price Evaluation: Completed Pricing Matrix. (Two (2) hard copies and two (2) CD copies).

L.2.2.2 Length. Each part shall be as brief as possible, while still including all required information, and shall not exceed the maximum number of pages listed above. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation will not be evaluated. Annexes, documentation, and attachments will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: Phase title pages, table of contents pages, cross-referencing pages, acronym lists, and page dividers (used to separate proposal sections). Pages should not exceed 8 1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 12 point. (Font smaller than 12 point is ONLY acceptable in graphics, sketches, tables, charts, price matrix, etc. but must be readable without magnification.) The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The offeror shall provide a proposal that, at a minimum, addresses the Phase requirements stated in Section L. Each proposal shall address the requirements of the Technical Data Package (TDP) and information required by the solicitation.

L.3. Specific Proposal Instruction: Offerors are responsible for including sufficient details (e.g., drawings, test data) to permit a complete and accurate evaluation. The proposal shall be detailed and clearly stated to allow an assessment by the USG without the need for additional clarifications. The offeror shall provide detailed information in accordance with the TDP and requirements of the solicitation. All information and data provided shall be specific to the CLIN being proposed. In the response to the solicitation, the offeror must address the following Phases:

L.3.1. Phase I Feasibility Assessment: Each item contained in this solicitation has a Technical Data Package (TDP) which describes the items to be manufactured and contains the details on the required conformance inspections. The USG has identified essential pieces of equipment required to satisfy the critical/specialized capabilities for each of the items covered by this solicitation based on the individual TDP requirements. The list of essential pieces of equipment is included as Attachment 0009 of the solicitation. The offeror shall delineate what essential pieces of equipment it is proposing to utilize to meet the requirements of the TDP. Specifically the offeror shall state if it has the required essential pieces of equipment for each CLIN it is proposing on in house. If it has the equipment in-house, the offeror shall identify the equipment, and provide the capabilities of the equipment including, but not limited to, the equipment maximum capacity and the maximum throughput. If it does not have the required equipment in-house, the offeror shall address whether it is planning to subcontract the work, or if it is planning to procure the required equipment. If the offeror is planning to subcontract the work, it shall identify who it is proposing to use as a subcontractor and provide the capabilities of the equipment including, but not limited to, the equipment maximum capacity and the maximum throughput. If the offeror is planning to procure the equipment, the offeror shall provide the capabilities of the equipment including, but not limited to, the equipment maximum capacity and the maximum throughput. The offeror shall also present a timeline for the acquisition that shows when the capability will be available inclusive of all necessary steps and timelines associated with meeting the contractual delivery requirements. (For example, if Eddy Current Inspection is listed as a critical or specialized capability for Item C, an offeror interested in bidding on Item C will need to state if it has a suitable Eddy Current Inspection system available in house. If so, the offeror must state the equipments capacity and its throughput. If it does not have this Eddy Current capability in-house, the offeror will need to describe how it intends to comply with the Eddy Current Inspection requirements).

L.3.2 Phase II - Manufacturing Readiness Level Assessment (MRL):

PLEASE NOTE: For additional information on MRA/MMP, refer to <http://www.dodmrl.com/>. This website is provided for informational purposes only. Offerors must comply with the requirements contained in Section L of this solicitation.

L.3.2.1 Manufacturing Readiness Assessment (MRA): The offeror shall provide a proposal that reflects a mature MRA (Level 9) or an MRA with an MMP that demonstrates a low risk of failing to meet solicitation requirements. The offeror shall provide details in its MRA for the manufacturing, assembly, inspection, testing, marking and packaging of the items on which it submits a proposal to meet the requirements of the solicitation. The MRA should also address all the essential manufacturing facilities, equipment, processes and skills to include major subcontractors that are required to meet the solicitation requirements. Major subcontractors are defined as those subcontractors who are receiving at least 25% of the total value of the contract or will be performing operations that generate critical characteristics. The MRA must be realistic, achievable, and supportable. The MRA should be submitted as a narrative detailing the offerors production capability. The offeror must document its MRA per the instructions as follows:

L.3.2.1.1 Manufacturing Readiness Level (MRL) 9: The proposal must address the following MRL elements:

- a. Manufacturing Facilities (including storage and inventory control) are in place with a throughput analysis that supports the required delivery schedule. The offerors proposal must address the minimum monthly requirement of the CLIN proposed.
- b. Tooling and Special Test Equipment for critical and major characteristics have been defined.

Items a and b shall be described using narrative information, an annotated plant layout, and/or proposed production line layout

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 MOD/AMD | Page 81 of 92 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

(drawing) to include storage, inventory control, etc. Throughput should be described as a function of the tooling, test and manufacturing equipment, equipment cycle time and takt time and personnel capacity assuming the offerors proposed work shift. Tooling and special test equipment as well as its current availability on the production floor must be properly identified in the proposal.

- c. Stable supply chain established.

Item c shall identify the offerors supply chain (subcontractors/vendors) including alternates for all subcontractors/vendors providing at least 5% of the contract value or who will be required to control a critical characteristic.

- d. Manufacturing processes and procedures are established and under configuration control.
- e. Manufacturing processes are in control with data to support the required quality level.

Items d and e shall be described using an annotated process map, a flow chart, and/or narrative information. All processes associated with the manufacturing, inspection, testing, and packaging for the proposed item should be adequately described and in the proper sequence. The offeror must describe its approach in detail for maintaining its manufacturing processes and procedures under configuration control. The offeror must also describe how its manufacturing process is in control and is capable. The description must include how it will use data to ensure the requirements of MIL-STD-1916 are satisfied.

- f. Appropriate training has been performed and recorded.

Item f shall be described using a narrative defining the training plan and how personnel are certified to perform the critical operations.

- g. The critical characteristics for each item manufactured are identified and controlled.

Item g shall be a narrative description of how each critical characteristic defined in the TDP will be managed, to include the steps required to prevent a critical defect from occurring, where in the process the critical inspection is located, how it will be inspected, what equipment or inspection method will be used, and the process to handle situations when a critical defect occurs.

A MRL of less than 9 must be accompanied by a Manufacturing Maturity Plan (MMP).

If an MMP is submitted, it must not exceed ten (10) pages per CLIN and must demonstrate how the offeror will achieve MRL 9 at First Article.

L.3.2.2 If the offeror's MRA does not meet a MRL 9, an MMP shall also be submitted concurrently with the offeror's MRA. The MMP narrative must address those elements in MRA keeping the offeror or its major subcontractors from achieving a MRL 9 by First Article Test. The MMP (required if any of the MRL 9 criteria are not met) will consist of the following elements:

- a) Title and Statement of the problem (Elements not at required maturity level).
- b) Maturation program plan (Integrated Master Schedule of necessary activities).
- c) Key activities for the preferred production process. (Description of Plan B and when on the timeline it would be executed, if necessary).
- d) Preparations for using an alternative production process.
- e) Status of funding to perform this production process maturation.
- f) Specific actions to be taken (what will be done and by whom).
- g) Prototypes or test articles that will be built to demonstrate manufacturing maturity.
- h) Tests that will be run to demonstrate manufacturing maturity.
- i) Threshold performance that must be met.

L.3.3 Phase III - USG Site Visit:

L.3.3.1 The USG will conduct an on-site visit with each offeror who has passed Phase II of the evaluations. The site visit will be performed by the USG to verify the information presented by the offeror in Phase II.

The offeror shall provide the key information required for the USG to conduct a site visit at the offerors location. This should include, at a minimum, offerors POC to make arrangements for the site visit, address, area airports, any required travel documents the USG must obtain prior to visiting offerors site (e.g. passports, visitor requests), hours of operation, maximum number of visitors allowed at one time, and any other pertinent information for a site visit. In addition, it should include contact information (name, email address, phone number) on the offerors DCMA QAR and Administrative Contracting Officer for GOCO facilities as well as any key personnel that the offeror will have present during the site visit.

PLEASE NOTE: The USG will contact foreign firms or U.S. firms that indicate that performance will take place outside the continental United States (OCONUS) upon closing of the solicitation to set up site visits. This is to allow USG personnel a minimum of 60 days to make travel arrangements as required by current policy. This is not to be construed by the offeror that the USG has determined the offeror to be acceptable in Phase I and II evaluations. If a foreign offeror or U.S. offeror whose performance will take place OCONUS is determined to be Unacceptable during Phase I or II of evaluations, the USG will cancel its travel arrangements and the site visit.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 82 of 92 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

For those offerors who are subcontracting more than 25% of the total value of the contract to a single subcontractor or have a subcontractor performing operations that generate critical characteristics, the USG reserves the right to conduct a site visit at the subcontractor(s) facilities that the offeror is planning to utilize as well as or in lieu of the offerors facility. Offerors shall provide written consent from each of their subcontractor(s) as defined above for the USG to conduct a site visit at the subcontractor(s) facilities.

Offerors who are determined to be Acceptable in Phase II will be required to submit their proposed Small Business Subcontracting Plan for the USGs review for adequacy. Small businesses are exempt from submitting a small business subcontracting plan. The small business subcontracting plan per CLIN will be submitted to USG Contracting Office electronically within three days after the conclusion of the site visit. The small business subcontracting plan is for award purposes only as required by FAR 52.219-9. The small business subcontracting plan will be reviewed in accordance with AFARS 5119.705-4. A rating will not be assigned to the small business subcontracting plan.

L.3.4 Phase IV Price:

- a. The offeror shall provide its proposed unit prices for the quantities solicited in the Price Matrix, Attachment 0001 of the solicitation. Proposed unit prices are limited to two decimal places. The proposed unit prices shall be the prices used by the USG to calculate the Total Evaluated CLIN Price. An offeror must propose unit prices for all quantity ranges and for all ordering periods for the CLINs it wants to be considered for award. Each offeror must propose a First Article Test cost for each CLIN it wants to be considered for award. Failure to provide FAT costs may result in the offer not being considered for award.
- b. All prices for this acquisition shall be stated in current U.S. dollars. This shall also include escalation, as appropriate.

c. The Phase IV Price Proposal shall consist of:

- (1) Completed Price Matrix (Attachment 0001) for the CLIN(s) the offeror chooses to propose on.
- (2) The information required under Paragraph (c) of Section L clause 52.245-4006 entitled "Submission Requirements For Use of Government-Owned Property" shall be submitted by the offeror with its proposal if the offeror plans to use any USG Property (Government-Owned Real Property and Government Owned Production and Research Property) in the possession of the offeror or its proposed subcontracts under any contract or agreement independent of this solicitation. For the purpose of identifying the kinds and quantities of property and the rental time, the offeror shall base its estimate on the maximum estimated quantity for the ordering period. Although FAR 52.245-9(e) and the clause located in Section L entitled Submission Requirements for Use of Government-Owned Property require the offeror to calculate the rental evaluation factor, the USG reserves the right to make corrections as needed.
- (3) Any additional information considered necessary to explain the proposed pricing.

d. Instructions for completion of the Price Matrix:

- (1) The offeror shall enter its full name and cage code in the space provided.
- (2) Offerors are required to state ceiling prices. The offeror shall enter unit prices for each range in the spaces provided for contractor fill-in. The spreadsheet will limit the display of the offered unit prices to two decimal places.
- (3) No other information is to be added to the Price Matrix, nor shall offerors make any changes to the Price Matrix.
- (4) In the event of a discrepancy in unit prices between the CD copy and paper copies of the Price Matrix, the prices contained in the CD copy for Phase IV shall prevail.
- (5) Any significant inconsistency between promised performance and price should be explained in the offer. For example, if the use of new and innovative techniques have an impact on unit price, the impact on price should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposed pricing, that decision should be stated and quantified in the proposal. Any inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price-credibility rests with the offeror.

L.4. Use of Government-Owned Real Property & Government-Owned Production and Research Property

Please refer to Section L FAR Clause 52.245-4006, Submission Requirements for Government Owned Property.

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|---------------------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 83 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 | MOD/AMD |
| Name of Offeror or Contractor: | | |

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-2 | 52.214-35 | SUBMISSIONS OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-3 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE | JAN/2004 |
| L-4 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN/2003 |
| L-5 | 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR/1984 |
| L-6 | 252.206-7000 | DOMESTIC SOURCE RESTRICTION | DEC/1991 |
| L-7 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008 |

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

(End of Provision)

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| L-8 | 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE IV (OCT 1997) | OCT/1997 |
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(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Certified Cost and Pricing Data is not required to be submitted with and offeror's proposal, but may be requested by the Procuring Contracting Officer (PCO) if determined to be necessary.

(End of clause)

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| L-9 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
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The USG contemplates award of a multiple Firm Fixed Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) contracts with five ordering periods resulting from this solicitation.

(End of Provision)

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| L-10 | 52.233-2 | SERVICE OF PROTEST | SEP/2006 |
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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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from adria.hemmen@us.army.mil.

(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)

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| L-11 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) | JAN/2006 |
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|---------------------------|--|----------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued W52P1J-09-R-0163 | Page of |
| | PIIN/SIIN | MOD/AMD |

Name of Offeror or Contractor:

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm>

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-14 52.209-4576 WAIVER OF FIRST ARTICLE APPROVAL SEP/1995
LOCAL

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

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

Dates _____

(End of provision)

(LS7009)

L-15 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS JAN/2010
LOCAL

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Rock Island entrance gate, and proceed to the Visitor's Center to obtain a security badge/registration. The Visitor's Center hours of operation are from

Name of Offeror or Contractor:

6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor's Center attendant to contact the Army Contracting Command, Rock Island Contracting Center, Bid, Quote and Proposal Receiving Area, (309) 782-8046/3218/8691. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) Deliveries made between 3:30 p.m. and 4:00 p.m. CT will be handled by the Police Officer at the Rock Island entrance gate. The Police Officer will call the Army Contracting Command, Rock Island Contracting Center, Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal.

(c) Delivery is to be made to Building 60, 3rd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-8046/3218/8691.

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

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

(End of provision)

L-16 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
 LOCAL

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

(End of provision)

(LS7001)

L-17 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM SEP/2009
 (RICC)

(a) 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.

(b) 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.

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

McAlester Army Ammunition Plant
Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452

Rock Island Arsenal
Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479

Watervliet Arsenal

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 86 of 92 |
| | PIIN/SIIN W52P1J-09-R-0163 MOD/AMD | |

Name of Offeror or Contractor:

Attn: AMSTA-WV-ODP
 Watervliet, New York 12189-4050
 (518) 266-5052

(End of provision)

(LS7010)

L-18 52.233-4503 AMC-LEVEL PROTEST PROGRAM MAR/2006

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

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

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

Packages sent by FedEx or UPS should be addressed to:

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

The AMC-level protest procedures are found at:

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

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

L-19 52.245-4006 SUBMISSION REQUIREMENTS FOR USE OF GOVERNMENT-OWNED PROPERTY AUG/2007
 (CCRC)

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

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

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

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

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

- Type of contract or agreement:

Name of Offeror or Contractor:

- Number and date:

- Cognizant USG agency (including address):

(c) The offeror is required to submit with its offer:

(1) The written permission of the contracting officer having cognizance of the property to use of that property in the performance of any contract resulting from this solicitation, and whether such use will be on a rental or rent-free basis.

(2) A list of all Government property which the offeror, or its anticipated subcontractors or vendors, propose to use on a rent-free basis as well as the dates of proposed use. This list shall include a brief description of the item, Government Identification Number, original acquisition cost, year of manufacture and location.

(3) With respect to the proposed use of real property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(1) or FAR 52.245-9(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft compatible electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(4) With respect to the proposed use of production and research property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(2) or FAR 52.245(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(End of provision)

(LS7005)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD
Section M Evaluation Factors for Award

M.1. Basis for Award:

a. The basis for award of contracts resulting from this solicitation will be the evaluation of Phases specified in paragraph M.2. The United States Government (USG) intends to award a minimum of two (2) Firm Fixed Priced (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) type contracts per CLIN to offerors whose proposals are rated Lowest Priced Technically Acceptable (LPTA). A four phased approach as outlined in L.1.1.b will be used by the USG to determine whether an offeror is Technically Acceptable and offers the Lowest Price.

b. An offeror shall submit proposals for only those CLINs it wants to be considered for award. The offeror shall submit a separate proposal for each CLIN. Each CLIN will be evaluated separately.

c. The successful offerors will receive the guaranteed minimum for each CLIN awarded on Delivery Order 0001. The guaranteed minimum for each CLIN awarded on Delivery Order 0001 will be a process map.

The USG reserves the right to split future requirements among awardees.

For future orders the offerors may compete for requirements based on price, delivery schedule, technical and/or past performance. Prices submitted on the Price Matrix (Attachment 0001) will be the ceiling prices for future requirements. The USG will notify offerors of the factor(s) that will be utilized in the evaluation of future requirements.

d. When a requirement arises, eligible offerors will be asked to submit prices for that requirement or confirm the prices previously submitted in response to W52P1J-09-R-0163. Prices must be confirmed or revised, in writing, within five calendar days of the request. The prices offered cannot be higher than those offered in response to W52P1J-09-R-0163.

e. Although the USG contemplates that subsequent delivery orders will allow the same amount of time for delivery as outlined in W52P1J-09-R-0163, the USG reserves the right to request that offerors propose an expedited schedule for subsequent orders. When a schedule that is different from the terms of the original contract schedule is requested, the offerors will be permitted to revise their prices above the ceiling prices originally submitted. In this situation, evaluation may include price, delivery schedule, technical and/or past performance.

f. The USG intends to conduct a competition among the awardees for each future requirement; however the USG reserves the right to issue a unilateral delivery order if it is determined to be in the USGs best interest.

g. Each offeror must fill out the Price Matrix, Attachment 0001 for the CLIN(s) to be considered for award. The USG will evaluate each CLIN separately based on the evaluation criteria outlined in this solicitation, the total evaluated price, and any other price related factors required by the solicitation. When evaluating Price, the USG will calculate a total evaluated CLIN price by adding the Weighted Evaluation prices, First Article Test Costs, and any other price related evaluation factors required by this solicitation.

h. All proposals received pursuant to this solicitation will be evaluated in the same manner.

i. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract or exceeds \$10 million. The address, phone number and e-mail address for the Ombudsman are:

U.S. Army Sustainment Command
ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman
1 Rock Island Arsenal
Rock Island, IL 61299-6500
Phone (309) 782-7287
Electronic Mail Address: rock-amsas-gcb@conus.army.mil

The ombudsman will review complaints from the contractors and ensure all contractors are afforded a fair opportunity consistent with the procedures in this solicitation.

M.1.1. Discussions:

a. Each proposal should contain the offerors best terms for award of a contract under the solicitation. The USG intends to award a contract without discussions. The Procuring Contracting Officer may contact offerors for clarification, as described in FAR 15.306(a) and FAR 52.215.1, without opening discussions. However, the USG reserves the right to conduct discussions and to permit offerors to revise their proposals if determined necessary by the Procuring Contracting Officer.

Name of Offeror or Contractor:

b. If the Procuring Contracting Officer determines them necessary, discussions may be held during one or more phases of evaluation. Exclusion of a proposal during any phase eliminates the offeror from further competition for award of that CLIN.

c. If discussions are held, they will be in accordance with FAR 15.306.

M.1.2. Other Evaluation Considerations:

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

b. Pre-award surveys may be conducted.

M.2. Phases: It is the USGs intention to make award to at least two offerors who represent the Lowest Priced Technically Acceptable proposals based on the evaluation of the following Phases as outlined in Sections L and M.

Phase I Feasibility Assessment

Evaluation of essential pieces of equipment to meet the requirements of the TDP

Phase II- Manufacturing Readiness Level Assessment (MRL)

a. Manufacturing Readiness Assessment (MRA)

b. Manufacturing Maturity Plan (MMP), if applicable

Phase III - USG Site Visit

-
Verification of MRA and MMP (if applicable)

Phase IV - Price Evaluation

Price Matrix

Phase I and Phase II proposals will be evaluated as either Acceptable or Unacceptable. The Phase III determination of Acceptable or Unacceptable will be based on the USGs site visit to verify the information contained in Phase II of an offerors proposal. Phase IV will not be evaluated as either Acceptable or Unacceptable but will be evaluated to determine the total evaluated CLIN price.

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

Evaluation and Approach: Each offeror will be evaluated against the evaluation criteria to determine whether the offeror has the technical expertise, equipment, and personnel required to manufacture and deliver/manage the product in accordance with the delivery schedule as delineated in Section B of the solicitation. The USG will assign a rating of Acceptable or Unacceptable for Phase I (Feasibility Assessment), Phase II (MRL) and Phase III (Site Visit) and a total evaluated CLIN price for Phase IV (Price). Those offerors receiving an Acceptable rating in the first three Phases will continue to have their proposals evaluated in Phase IV. If an offeror receives an Unacceptable rating in any Phase, the proposal will not be evaluated further and will no longer be eligible for award.

M.3.1. Phase I - Feasibility Assessment:

Phase I will consist of the USGs evaluation of the documentation provided in this section of each offerors proposal. In Phase I the USG will evaluate the offerors Feasibility Assessment proposal. The USG will assign a rating of Acceptable or Unacceptable for Phase I. Each offeror whose proposal receives an Acceptable rating will be notified and will continue to Phase II.

To receive an Acceptable rating, an offeror must clearly demonstrate that it has or can obtain within the required timeframe the essential equipment required to manufacture the item it is proposing on and/or provide adequate information about its subcontractor(s).

To receive an Unacceptable rating, an offeror will have failed to clearly demonstrate that it has or can obtain within the required timeframe the essential equipment required to manufacture the item it is proposing on and/or provide adequate information about its subcontractor(s). If an offeror receives an Unacceptable rating on its proposal for Phase I, that offeror will be notified, will not proceed to the next phase, and will no longer be eligible for award.

M.3.2. Phase II - Manufacturing Readiness Level Assessment (MRL):

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|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 90 of 92 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

Phase II will be an evaluation of the documentation provided in each offerors proposal. In Phase II the USG will evaluate proposals and assign a rating of Acceptable or Unacceptable based on the information provided by the offeror. An offeror must receive an Acceptable rating to move onto Phase III of the evaluation. Any offeror receiving an Unacceptable rating will not qualify to have the site visit in Phase III and will no longer be eligible for award. Any offeror determined to be Acceptable based on evaluation of its proposal(s) will be granted a site visit in Phase III. All offerors will be notified of their ratings.

M.3.2.1. Manufacturing Readiness Assessment (MRA):

To receive an Acceptable rating, an offeror must provide a Manufacturing Readiness Assessment or when combined with a Manufacturing Maturity Plan, that demonstrates it possesses or could possess the facilities, processes, procedures, personnel, and skills required to manufacture, assemble, inspect, test, mark and package the items on which it submits a proposal by FAT. The offeror must meet the criteria described in all elements associated with a Manufacturing Readiness Level (MRL) of 9 (see L.3.2.1.1) or have a Low Risk Manufacturing Maturity Plan (MMP) that will achieve a MRL 9 by FAT.

M.3.2.1.1 The USG will evaluate the offerors MRA that documents its MRL level as follows:

- a. Manufacturing facilities evaluation will verify that essential manufacturing equipment is available and on hand, plant layout is properly sequenced, throughput analysis is supported by equipment cycle time, takt time and personnel capacity. USG will only be evaluating the offerors minimum monthly capacity to ensure it meets the solicitation requirement. Material storage, shipping and receiving facility and inventory control systems are adequate to support the required delivery schedule.
- b. Tooling and special test equipment will be evaluated by cross referencing the drawings and specifications documented in the TDP to the offerors proposal.
- c. The proposal identified the offerors supply chain and demonstrated that it is stable (supported by existing and/or ready to execute contract arrangements upon award) with alternates identified.
- d. The offerors annotated process map, flow chart, and/or narrative information will be evaluated for completeness and proper sequencing of their manufacturing, inspection, testing and packaging for the proposed item. A formal system to ensure configuration control of manufacturing processes will be evaluated.
- e. The manufacturing processes capability and control will be evaluated by reviewing the offerors annotated process map, flow chart, and/or narrative information to ensure that the data collected at the inspection points identified will ensure on a continuing basis that the process is capable (ie. meets drawing requirements) and under control (Cpk 1.3 for Majors and 2.0 for Criticals preferred) and will meet the requirements of MIL-STD-1916.
- f. The evaluation of the offerors training plan will consist of a review for completeness of documentation, description of the training required for the various manufacturing/inspection processes and contains appropriate provisions to ensure that personnel are certified to perform the critical operations/inspections and that training is conducted as required.
- g. The offerors narrative of Critical Characteristic control will be evaluated for completeness, appropriateness of inspections, the process to be followed if a critical defect is detected, and the appropriateness of the steps being undertaken to prevent a critical defect from occurring.

M.3.2.2 Manufacturing Maturity Plan (MMP), if applicable:

To receive an MMP risk rating of Low, an offeror must have a plan that adequately describes all elements of the MMP and provides detailed information for each one.

- a) Title and Statement of the problem.
 - i. Adequately describe the MRL element(s) that do not meet MRL 9 and their current maturity status.
 - ii. Adequately describe how these element(s) will be matured to MRL 9 by contract First Article Test event.
- b) Detailed maturation program plan with associated risks identified, schedule, Integrated Master Schedule (IMS) and funding breakouts.
- c) Detailed description of key activities for the preferred production process.
- d) Detailed description of preparations for using an alternative production process Plan B and when it would be executed if necessary. The schedule should show the latest time that an alternative production process can be chosen.
- e) Approved funding to perform this production process maturation.
- f) Detailed description of specific actions to be taken (what will be done and by whom).
- g) Detailed description of what prototypes or test articles will be built to demonstrate manufacturing maturity.
- h) Detailed description of what tests will be run to demonstrate manufacturing maturity. Detailed description of the differences (and/or similarities) between the prototype environment and the production environment.
- i) Detailed description of what threshold performance must be met.

To receive an Unacceptable rating, an offeror will have failed to show a Manufacturing Readiness Assessment (MRA) that possesses the mature facilities, processes, procedures, personnel, and skills required to manufacture, assemble, inspect, test, mark and package items

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-09-R-0163 | Page 91 of 92 MOD/AMD |
|---------------------------|---|---|

Name of Offeror or Contractor:

on which it submits a proposal. Specifically, the offeror failed to meet the criteria described in all elements associated with a Manufacturing Readiness Level (MRL) of 9 and the Manufacturing Maturity Plan (MMP) is not low risk and will not support a risk rating of low by first article. Offerors will be advised of their Acceptable/Unacceptable ratings following the evaluation.

Offerors receiving a rating of Acceptable will continue to Phase III. Offerors receiving a rating of Unacceptable will be eliminated from further consideration and will be ineligible for award.

M.3.3. Phase III - USG Site Visit:

An Acceptable rating for Phase III will be given to any offeror that demonstrates it is currently a MRL 9 or demonstrates the ability to obtain a MRL 9 by FAT.

An Unacceptable rating for Phase III will be given to any offeror that failed to demonstrate it is currently a MRL 9 or failed to demonstrate the ability to obtain a MRL 9 by FAT. If an offerors proposal receives an Unacceptable rating, the offeror will be notified of its rating; the proposal will not proceed to Phase IV of the evaluation; and the offeror will no longer be eligible for award.

The offerors DCMA QAR Representative or an Administrative Contracting Officer for GOCOs may be present during the site visit.

Offerors who are determined to be Acceptable in Phase II will be required to submit their proposed Small Business Subcontracting Plan for the USGs review for adequacy. Small businesses are exempt from submitting a small business subcontracting plan. The small business subcontracting plan per CLIN will be submitted to USG Contracting Office electronically within three days after the conclusion of the site visit. The small business subcontracting plan is for award purposes only as required by FAR 52.219-9. The small business subcontracting plan will be reviewed in accordance with AFARS 5119.705-4. A rating will not be assigned to the small business subcontracting plan.

M.3.4. Phase IV - Price Evaluation:

a. Price Analysis: Price analysis will be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer and may include information/input from other USG agencies. The acceptable offerors total evaluated CLIN prices will be listed in ascending order and awards will be made to the lowest-priced technically acceptable proposal(s).

b. Unbalanced Pricing: As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between pricing periods, quantity ranges, contract line items or sub-line items as applicable. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Procuring Contracting Officer determines the lack of balance poses an unacceptable risk to the USG.

c. The total evaluated CLIN price will be derived from the Price Matrix.

(1) For each CLIN, the USG will calculate a weighted evaluation price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order would be placed within that range. The evaluated CLIN price is the sum of the weighted evaluation price for ordering period 1 and First Article Test cost.

(2) Each CLIN will be evaluated separately. A total evaluated price for each CLIN will be calculated by adding the evaluated CLIN prices and any other price related evaluation factors required by the solicitation. USG property (Government-Owned Real Property and Government-Owned Production and Research Property) use evaluation factor shall be calculated by the offeror as required by the provisions contained in Section L of the solicitation. The USG reserves the right to perform its own independent calculation of any rental evaluation factor. For the purpose of identifying the kinds and quantities of property and the rental time, the offeror shall base its estimate on the maximum estimated quantity for the ordering period for each proposal for each CLIN.

(3) An offeror is not required to submit prices for all of the CLINs contained in this solicitation. The offeror only needs to submit pricing for those CLINs it wants to be considered for an award.

(4) If an offeror fails to propose prices for all quantities for each CLIN it wants to be considered for award, the USG may reject that offer as unacceptable.

(5) If this solicitation contains the clause at FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, the HUBZone factor set forth therein will be applied as required to the total evaluated CLIN price.

*** END OF NARRATIVE M0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 92 of 92**

PIIN/SIIN W52P1J-09-R-0163

MOD/AMD

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---------------------------------------|-------------|
| M-1 | 52.247-50 | NO EVALUATION OF TRANSPORTATION COSTS | APR/1984 |
| M-2 | 52.209-4590 LOCAL | FIRST ARTICLE APPROVAL | SEP/1995 |

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of provision)

(MS7007)

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| M-3 | 52.245-4007 (CCRC) | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PROPERTY | AUG/2007 |
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(a) To eliminate the competitive advantage resulting from the rent-free use of Government-owned property (including real property and production and research property), an evaluation factor calculated in accordance with FAR 52.245-9(e) shall be added to each offer that is predicated on the use of Government-owned property.

(b) This evaluation procedure shall not be applicable to any Government-owned property held by the offeror or its anticipated subcontractors or vendors under a valid lease or rental agreement with the Government whereby the offeror or its anticipated subcontractors or vendors is granted the right to use such property and must pay a rental fee thereon for the entire leasehold/rental period irrespective of actual usage.

(End of provision)

MS7005

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| M-4 | 52.247-4502 (RICC) | TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT-FURNISHED MATERIAL (WITH DIFFERENTIALS) | MAY/1993 |
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(a) In the event the contractor's plant is not served by rail, the contractor shall indicate, in the space following, a price differential which will be added to the unit price for the supply quantity for which the Government-furnished material is delivered via rail:

_____ (differential)

(b) If no differential is indicated, the Government will consider, and the contractor agrees, that such differential is \$0.00.

(End of provision)

(MS7010)