

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 77	Pages
2. Contract Number		3. Solicitation Number W52P1J-12-R-0016		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued	
7. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AF ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390		Code W52P1J		6. Requisition/Purchase Number SEE SCHEDULE			
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 _____ 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 MARK D. STEVENS	B. Telephone (No Collect Calls)			C. E-mail Address MARK.D.STEVENS@US.ARMY.MIL
		Area Code (309)	Number 782-2082	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	40
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attach.			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	60
X	D	Packaging and Marking	18	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	24	X	K	Representations, Certifications, and Other Statements of Offerors	61
X	F	Deliveries or Performance	33				
X	G	Contract Administration Data	35	X	L	Instrs., Conds., and Notices to Offerors	68
X	H	Special Contract Requirements	37	X	M	Evaluation Factors for Award	75

OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item 25
24. Administered By (If other than Item 7)		25. Payment Will Be Made By		
Code		Code		
SCD PAS NONE ADP PT				
26. Name of Contracting Officer (Type or Print)		27. United States Of America		28. Award Date
		(Signature of Contracting Officer)		

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

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. This solicitation W52P1J-12-R-0016 is issued for the acquisition of Caliber .38 and .45 Pistol Cartridges. The Government seeks to obtain a firm-fixed-price offer for the requirements listed in Section B of this solicitation.
2. The resulting contract will be a three year firm-fixed-price Indefinite Delivery/Indefinite Quantity (IDIQ) contract where the pricing of each order will be based upon a proposed range of prices/quantities. Delivery Orders under this IDIQ contract may be issued by the Government during Fiscal Years 2013-2015 (FY13-FY15). The periods under which the Government may place a Delivery Order (DO) is as follows:

Ordering Period 1/DO 0001 (FY13): 1 October 2012 - 30 September 2013
Ordering Period 2/DO 0002 (FY14): 1 October 2013 - 30 September 2014
Ordering Period 3/DO 0003 (FY15): 1 October 2014 - 30 September 2015
3. The following items will be procured under this solicitation:

First Article Acceptance Test (FAAT)

CLIN xx01AA: DODIC A400 FAAT
CLIN xx01AB: DODIC A403 FAAT
CLIN xx01AC: DODIC A404 FAAT
CLIN xx01AD: DODIC A475 FAAT
CLIN xx01AE: DODIC A482 FAAT
CLIN xx01AF: DODIC A483 FAAT

Production

CLIN xx02: DODIC A400 - Cartridge, Caliber .38, Special Ball, M41
CLIN xx03: DODIC A403 - Cartridge, Caliber .38, Special Blank
CLIN xx04: DODIC A404 - Cartridge, Caliber .38, Special Match, Wadcutter
CLIN xx05: DODIC A475 - Cartridge, Caliber .45, Ball, M1911
CLIN xx06: DODIC A482 - Cartridge, Caliber .45, Match, Wadcutter
CLIN xx07: DODIC A483 - Cartridge, Caliber .45, M1911 Match Grade
4. The guaranteed minimum quantity for this IDIQ contract is 79,875 cartridges. The guaranteed minimum quantity will be ordered in Delivery Order 0001 at or near the time the IDIQ contract is awarded. After the guaranteed minimum quantity has been ordered by the Government, the Government will not have any obligation to purchase further cartridges under this contract. (Customer order requirements are still being collected for contract award; therefore, the guaranteed minimum quantity is subject to change for the official solicitation.)
5. First Article Acceptance Testing will be accomplished in accordance with clause 52.209-4512, First Article Test (Contractor Testing). The resulting contract may be awarded with or without the FAAT requirement for some or all of the cartridges (DODICs).
6. The Government reserves the right to award based on initial proposals. In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with the offerors (except clarifications as described in FAR 15.306). However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Lowest Price Technically Acceptable (LPTA) best value approach will be used to select the most advantageous offer to the Government. The Government anticipates receiving adequate price competition under this solicitation, therefore, cost or pricing data is not required to be submitted with the proposal. However, in the event the Contracting Officer determines that adequate price competition does not exist, the Government reserves the right to require that cost or pricing data be submitted.
7. This requirement is subject to Full and Open competition.
8. The proposed unit prices shall be submitted using Attachment 0010, "Proposal Price Evaluation Matrix". Prices shall be proposed with no more than four (4) decimal places to the right of the decimal point.
9. The weights established in the price matrix are for evaluation purposes only. They are not a guarantee of quantities to be awarded.
10. The unit prices in the Attachment 0010 matrix will be the unit prices used for each Delivery Order or Delivery Order Modification under the resulting contract. They are based on the cumulative quantity awarded by each Delivery Order and any modifications to that Delivery Order. At the time a Delivery Order is awarded, the unit price for the applicable DODIC/CLIN will be based on the quantity awarded per the price matrix. Should any subsequent Delivery Order Modifications award additional quantity, the unit price for the applicable DODIC/CLIN will be determined by adding the quantity awarded on that Delivery Order Modification to the quantity of that

Name of Offeror or Contractor:

DODIC/CLIN previously awarded within 180 days after the initial award of that Delivery Order. The Government will adjust the unit prices for DODICs/CLINs previously awarded if the change in cumulative quantity results in a reduced matrix price.

Example: (Note all quantity ranges/prices are for illustration purposes only)

A400	Range	Unit Price
	1-50	\$0.60 each
	51-100	\$0.55 each
	101-150	\$0.52 each

On 15 December 2014, the Government, under Delivery Order 000x, awards 44 each A400 cartridges at a unit price of \$0.60 each. On 26 February 2015, the Government, under Delivery Order 000x, Modification 0y, awards an additional 44 each A400 cartridges. So now the total A400 quantity for Delivery Order 000x is 88 each. The 44 each A400 cartridges for Modification 0y are awarded at a unit price of \$0.55 each, and the unit price for the 44 each A400 cartridges previously awarded by Delivery Order 000x is adjusted from \$0.60 each to \$0.55 each.

11. Offerors are to submit prices on a F.O.B. Destination basis. Unit prices shall include transportation costs. The five delivery destinations the Government will be using under this contract are:

Crane, IN
 McAlester, OK
 Blue Grass, KY
 Tooele, UT
 Letterkenny, PA

The First Article Acceptance Test (FAAT) CLINs will be priced separately.

12. Packaging shall be in accordance with Section D along with the TDP referenced in Section C of the solicitation.

13. The contractor shall complete deliveries in accordance with the following schedules:

a. After award of initial Delivery Order that requires:

(1) First Article Acceptance Testing (FAAT)

Award - 0 DAA (Days After Award)
 Contractor Submits FAAT Plan: 60 DAA
 Government Approves FAAT Plan: 90 DAA
 Contractor Submits FAAT Report: 120 DAA
 Government Approves FAAT Report: 150 DAA
 Initial Deliveries: 180 DAA

Delivery schedule will be determined at time of award based on quantities ordered.

(2) No FAAT (Waiver of First Article)

Award - 0 DAA
 Contractor Submits Request for Waiver - 30 DAA
 Government Approves Request for Waiver - 60 DAA
 Initial Deliveries - 90 DAA

Delivery schedule will be determined at time of award based on quantities ordered.

b. Award of Subsequent Delivery Orders:

Award - 0 DAA
 Initial Deliveries - 30 DAA

Delivery schedule will be determined at time of award based on quantities ordered.

14. Refer to Section C clause 52.211-4502, Technical Data Package Information, and Distribution and Destruction of Restricted Technical

Name of Offeror or Contractor:

Data, for specific instructions for requesting a copy of the Technical Data Package (TDP) drawings. Note: The requestor must be the POC (data custodian) in the Joint Certification Program database or the request will be denied. To verify who your POC is, please log onto *HYPERLINK "http://www.dlis.dla.mil/jcp/search.aspx" <http://www.dlis.dla.mil/jcp/search.aspx> and use the Cage Code search function.

If the data custodian is unavailable to make the request, please send a letter to the Contract Specialist, Mr. Mark Stevens at mark.d.stevens.civ@mail.mil, to request access for a different individual in your firm. The letter must be on company letterhead and certified with the requestor's signature that the requestor is authorized by the company to receive restricted TDPs. Contact the above POC with any questions.

15. This acquisition will be awarded as "all or nothing". Multiple awards will not be made.

16. This acquisition includes Government Furnished Material (GFM) in the form of M2A1 metal cans to fulfill standard military packaging (MIL PACK) requirements only. This GFM will not be provided for orders requiring commercial packaging (COM PACK) applications.

17. Information and instructions concerning the Government's evaluation criteria are found in Sections L and M of this solicitation.

18. A Small Business Subcontracting Plan is required at the time of proposal submission (reference Section I). The Electronic Subcontracting Reporting System (eSRS) must be used for all applicable subcontracting reporting periods. Training is available on the eSRS website at *HYPERLINK "http://www.esrs.gov" <http://www.esrs.gov>. The contractor must submit the following reports using the eSRS:

a. Individual Subcontracting Report (ISR), formerly the Standard Form (SF) 294, Subcontracting Report for Individual Contracts;

and

b. Summary Subcontracting Report, formerly SF 295, Summary Subcontract Report

19. In the event a configuration change should materialize in the future, it will be negotiated in accordance with the Changes Clause (FAR 52.243-1, Changes-Fixed Price). Any additional quantities resulting from a configuration change will be considered as part of the yearly cumulative total.

20. Program Reviews and Teleconferences are a requirement of the resulting contract. See Section C of this solicitation for details.

21. Source controlled drawings are part of the Technical Data Package Listings (TDPLs). See Section C narrative for specifics. Also see clause 52.209-1, Qualification Requirements.

22. Weapons used for testing will not be provided by the Government. See Section E narrative.

23. See Section E narrative for special instructions regarding Reference Rounds.

24. See Section E narrative for Acceptance Inspection Equipment (AIE) language in relation to gauge drawings, test equipment, etc.

25. All contractual provisions specified are obligatory for the prime contractor. The prime contractor is responsible for enforcing contractual provisions upon any proposed suppliers/vendors.

26. In accordance with clause 252.216-7006, Ordering, orders against the resulting contract shall only be placed by a Contracting Officer within the Army Contracting Command - Rock Island (ACC-RI). No other orders shall be accepted.

27. Once initial deliveries commence on a Delivery Order, the Government requires monthly deliveries. The Government may entertain other than monthly deliveries if it still meets the Government's needs; however, this is strictly at the discretion of the Government.

28. These items are considered to be sensitive ammunition/explosives that require a pre-award survey to be completed at the applicable place(s) of performance. At a minimum, the pre-award survey shall address safety and security considerations.

29. CLINs specified in Section B will be utilized with the corresponding DODICs for orders if awarded.

30. The successful offeror's proposal in response to this solicitation will be implemented at the time of award and will become incorporated as part of the award document. The offeror's proposal will therefore be a material term of the resulting contract and failure to fully implement it could result in termination. No revisions/changes to the contractor's proposal may be made after award without prior approval of the Contracting Officer.

31. In accordance with Class Deviation 2010-0006, Immediate Cessation of the Use of Price Evaluation Adjustment for Small Disadvantaged Businesses, paragraph (b)(3) of FAR clause 52.219-4, Notice of Price Evaluation Preference for Hubzone Small Business Concerns, does not apply to this acquisition.

Name of Offeror or Contractor:

*** END OF NARRATIVE A0001 ***

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

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

(End of narrative)

(AS7002)

A-2 52.246-4536 (ACC-RI)	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	FEB/2010
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

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

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

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, AMSJM-LIM-ADA, 309-782-2266.

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

(End of narrative)

(AS7003)

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>FIRST ARTICLE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>If First Article Test Report is required, it shall be delivered to the Contracting Officer at HQ, ACC-RI, ATTN: CCRC-AF and to the offices listed on the DD Form 1423 or those listed in Section E of this RFP.</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to provide the price of the First Article CLIN.</p> <p>The FAAT CLINs will utilize the assigned CLIN structure as follows:</p> <p>xx01AA A400 FAAT xx01AB A403 FAAT xx01AC A404 FAAT xx01AD A475 FAAT xx01AE A482 FAAT xx01AF A483 FAAT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>PRODUCTION QTY, .38 SPECIAL BALL M41 (A400)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN: xx02 DODIC: A400 NSN: 1305-00-322-6391 NOMENCLATURE: Cartridge, Caliber .38, Special Ball, M41, Military Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1002</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>DO 0002 (FY14): 2002 DO 0003 (FY15): 3002</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>PRODUCTION QTY, .38 CAL SPECIAL BLANK (A403)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN: xx03 DODIC: A403 NSN: 1305-00-810-8250 NOMENCLATURE: Cartridge, Caliber .38, Special Blank, Commercial Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1003 DO 0002 (FY14): 2003 DO 0003 (FY15): 3003</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0004	<p><u>PRODUCTION QTY, .38 SPCL BALL WADCTR (A404)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN: xx04 DODIC: A404 NSN: 1305-00-123-0548 NOMENCLATURE: Cartridge, Caliber .38, Special Match, Wadcutter, Military Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1004 DO 0002 (FY14): 2004 DO 0003 (FY15): 3004</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>PRODUCTION QTY, .45 BALL M1911 (A475)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN: xx05 DODIC: A475 NSN: 1305-00-301-1685 NOMENCLATURE: Cartridge, Caliber .45 Ball, M1911, Military Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1005 DO 0002 (FY14): 2005 DO 0003 (FY15): 3005</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0006	<p><u>PRODUCTION QTY, .45 MATCH WADCUTTER (A482)</u></p> <p>SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>CLIN: xx06 DODIC: A482 NSN: 1305-00-892-4230 NOMENCLATURE: Cartridge, Caliber .45, Match, Wadcutter, Commercial Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix", to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1006 DO 0002 (FY14): 2006 DO 0003 (FY15): 3006</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>PRODUCTION QTY, .45 BALL M1911 MATCH (A483)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN: xx07 DODIC: A483 NSN: 1305-00-892-2526 NOMENCLATURE: Cartridge, Caliber .45, Ball, M1911 Match Grade, Military Packaging</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Destination</p> <p>Please use Attachment 0010, "Proposal Price Evaluation Matrix" to prepare your proposal.</p> <p>Potential requirements to be acquired on the Delivery Orders under this contract will utilize the assigned DO and CLIN structure as follows:</p> <p>DO 0001 (FY13): 1007 DO 0002 (FY14): 2007 DO 0003 (FY15): 3007</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p><u>Packaging and Marking</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: DD FORM 1423 CDRLS</p> <p>The data required by the DD1423, Contract Data Requirements List (CDRLs) will be delivered per the distribution list on the attached CDRLs.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

DRAFT

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PROGRAM REVIEWS AND TELECONFERENCES:

1. Program Reviews: Upon request by the Contracting Officer, generally held quarterly, the Prime Contractor shall hold Program Reviews at a location and time to be established by the Government. Responsible and cognizant Contractor personnel shall attend these reviews to provide cognizant Government personnel with a status update, accomplishments during the previous period, and a review of any technical and administrative issues associated with the program. Program Review briefing charts shall be submitted to the Contracting Officer, the PM-MAS Program Lead, and the JMC Production Lead at least five (5) working days in advance of the scheduled Program Review.

2. Teleconferences: Teleconferences shall be conducted by the .38/.45 Pistol Cartridge Integrated Product Team (IPT), consisting of Government and Prime Contractor personnel. These teleconferences will be held at mutually agreed to times or at the discretion of the Contracting Officer. Their purpose is to ensure that pertinent program issues are addressed in a timely manner. The .38/.45 Pistol Cartridge IPT shall utilize a conference call phone line (not a toll-free telephone number) provided by the Government.

*** END OF NARRATIVE C0001 ***

CONTRACT PRODUCTION/DELIVERY REPORTING PERFORMANCE WORK STATEMENT (PWS):

The purpose of this PWS is to identify Contractor recurring reports and frequency pertaining to production/status.

The attached samples (Attachment 0018) will be used for identification of the required elements and format for each recurring report. Reports will be submitted for all items procured under this contract unless specifically excluded by the Contracting Officer.

The reports will be submitted based on the frequency and distribution list provided below:

REPORT: GFM Cans - Status Report

FREQUENCY: Monthly

DISTRIBUTION: JMC Production Managers for Cans, JMC Product Lead and ACC-RI PCO

FORMAT: None Specified

REPORT: Monthly Delivery Status Report

FREQUENCY: Monthly

DISTRIBUTION: ACC-RI PCO, JMC Division Chief, JMC Product Leads, JMC Production Managers

FORMAT: PowerPoint

REPORT: IPT Issue Tracking Sheet

FREQUENCY: Weekly

DISTRIBUTION: Product IPT Members, ACC-RI PCO

FORMAT: None Specified

REPORT: Hit-Miss Report

FREQUENCY: Monthly

DISTRIBUTION: JMC Product Leads, JMC Production Managers, ACC-RI PCO

FORMAT: None Specified

The following reports will not be an immediate requirement for this contract, however, the Government reserves the right to implement them at any time during the duration of the contract:

REPORT: Weekly Production Status Report

FREQUENCY: Weekly and End of Month

DISTRIBUTION: JMC Production Managers, JMC Production Leads and ACC-RI PCO

FORMAT: PowerPoint

REPORT: DD250 Status Report

FREQUENCY: Weekly and End of Month

DISTRIBUTION: JMC Production Managers, ASC Bookkeeper, ACC-RI PCO

FORMAT: Excel

*** END OF NARRATIVE C0002 ***

Name of Offeror or Contractor:NOTE THE FOLLOWING SOURCE CONTROL DRAWINGS:

DODIC: A400
TDPL: 10521339:19200
TDPL DATE: 12/06/2011

<u>DRAWING NO.</u>	<u>DATE</u>	<u>VENDOR PART NO.</u>	<u>VERIFIED</u>
8594527	08/30/2011		
92272251	08/30/2011		
9295139	08/30/2011		
10534810	08/30/2011		
10535446	08/30/2011		
11738655	08/30/2011		

DODIC: A403
TDPL: 13041212:19200
TDPL DATE: 04/04/2012

<u>DRAWING NO.</u>	<u>DATE</u>	<u>VENDOR PART NO.</u>	<u>VERIFIED</u>
ACV00617:28620	01/23/2012		

DODIC: A404
TDPL: 10522442:19200
TDPL DATE: 04/04/2012

<u>DRAWING NO.</u>	<u>DATE</u>	<u>VENDOR PART NO.</u>	<u>VERIFIED</u>
ACV00617:28620	1/23/2012		

DOCIC: A475
TDPL: 10521330:19200
TDPL DATE: 12/08/2011

<u>DRAWING NO.</u>	<u>DATE</u>	<u>VENDOR PART NO.</u>	<u>VERIFIED</u>
10534790	12/07/2011		
11744212	12/07/2011		
ACV00617	12/07/2011		
8594527	12/07/2011		
9272251	12/07/2011		
9295139	12/07/2011		

DODIC: A483
TDPL: 10521329:19200
TDPL DATE: 12/14/2011

<u>DRAWING NO.</u>	<u>DATE</u>	<u>VENDOR PART NO.</u>	<u>VERIFIED</u>
10534790:19200	08/23/2011		
11744212:19200	08/23/2011		
11738655:19200	08/23/2011		
8594527:19200	08/23/2011		
9272251:19203	08/23/2011		
9295139:19203	08/23/2011		

*** END OF NARRATIVE C0003 ***

ENGINEERING CHANGE PROPOSALS (ECPs):

PACKAGING ENGINEERING CHANGE PROPOSAL R12S5026 IS INCORPORATED VIA ATTACHMENT 0019 (SEE SECTION J).

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

Page 13 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

*** END OF NARRATIVE C0004 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.210-4501 (ACC-RI)	DRAWINGS/SPECIFICATIONS APR/2012
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(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) Drawings and Specifications in accordance with Technical Data Package Listing *, with revisions in effect as of *, are applicable to this procurement.

* DODIC	TDPL	REVISIONS EFFECTIVE AS OF
A400	10521339:19200	12/06/2011
A403	13041212:19200	04/04/2012
A404	10522442:19200	04/04/2012
A475	10521330:19200	12/08/2011
A482	12944381:19200	04/04/2012
A483	10521329:19200	12/14/2011

(c) Technical Data Packages, including any exceptions thereto, will be obtained electronically in accordance with the clause titled "Technical Data Package Information and Distribution and Destruction of Restricted Technical Data" in Section C of this document.

(End of statement of work)

(CS6100)

C-2	52.211-4502 (ACC-RI)	TECHNICAL DATA PACKAGE INFORMATION, AND DISTRIBUTION AND DESTRUCTION OF RESTRICTED TECHNICAL DATA APR/2012
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(a) Army Contracting Command - Rock Island (ACC-RI) will no longer make Technical Data Packages (TDPs) available for order via CD-ROMS. TDPs will be obtained electronically via the link(s) below which will direct you to the Federal Business Opportunities (FBO) website. You must have an FBO account prior to accessing any TDP(s). To register for an account in FBO, please visit [*HYPERLINK "http://www.fbo.gov/index"](http://www.fbo.gov/index) and click on Register Now under Vendors/Citizens. The toll free FBO helpdesk phone number is (866) 606-8220 and for international (334) 206-7828. Vendors are responsible for placing correct information in FBO.

(b) You may need to use special software to view the documents that we post to the FBO. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require ImageR and/or IndexR to view the TDP(s) and are also available as freeware at: [*HYPERLINK "http://edmstag.redstone.army.mil/downloads.asp"](http://edmstag.redstone.army.mil/downloads.asp)

(c) The TDP(s) for this solicitation will be accessible via the FBO website (as described below) from the date of issue through the time specified in the solicitation for receipt of offers.

(d) FOR UNRESTRICTED TDPs:

(1) TDPs for this solicitation are unrestricted and can be accessed electronically via the FBO website. The URL will take you to that CLINs web-located TDP. You must have an FBO account prior accessing the TDP.

(2) To access the TDP(s), click directly on the link provided below to be directed to the TDP. You may also copy and paste the link into your browser and hit the Enter key. You will be prompted for your FBO username and password prior to gaining access to the TDP.

CLIN: N/A

TDP Link (URL): N/A

(e) FOR RESTRICTED TDPs:

TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs and any other related documents are posted with various options, such as Restricted and Export Control. These additional controls are described below:

Name of Offeror or Contractor:

(1) Access to RESTRICTED TDPs

Technical Data Packages that have been marked as 'Restricted' can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs that have been marked as 'Restricted' will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab and then click on the request explicit access button. Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. Please allow 2-3 working days to process your request. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(2) Access to EXPORT CONTROL TDPs

(i) TDPs that have been marked as 'Export Control' can be accessed electronically via the FBO website, with valid contractor login credentials. In addition, to obtain access to these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). If you do not have an approved DD 2345, Militarily Critical Technical Data Agreement on file with DLIS then you will not be able to access the TDP. To obtain certification, go to [*HYPERLINK "http://www.logisticsinformationservice.dla.mil/jcp/"http://www.logisticsinformationservice.dla.mil/jcp/](http://www.logisticsinformationservice.dla.mil/jcp/), click on documents and follow instructions provided. Processing time is estimated at five working days after receipt.

(ii) TDPs that have been marked as Export Control will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab, enter your Marketing Partner Identification Number (MPIN) and click on the request explicit access button. The requestor must be the "data custodian" that is listed on the DD 2345. Please allow 2-3 working days to process your request. If the company MPIN changes the user will be required to verify the MPIN again to gain access to Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(iii) If multiple individuals in your company need access to the Export Control TDP for a solicitation, it can be obtained from your data custodian that is listed on the DD 2345.

(iv) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq.

CLIN: xx02(A400), xx03(A403), xx04(A404), xx05(A475), xx06(A482), and
xx07(A483)

TDP Link (URL): [*HYPERLINK](https://www.fbo.gov/notices/9948af6ae8468676e5ab853a09ff9c7f)

"<https://www.fbo.gov/notices/9948af6ae8468676e5ab853a09ff9c7f>"<https://www.fbo.gov/notices/9948af6ae8468676e5ab853a09ff9c7f>

(3) Further dissemination of Restricted TDPs must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(4) Upon completion of the purposes for which the Restricted technical data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

(f) Questions related to registration in FBO should be directed to [*HYPERLINK "http://www.fbo.gov/index"http://www.fbo.gov/index](http://www.fbo.gov/index). The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO. A user guide for FBO can be found at [*HYPERLINK "http://www.fbo.gov/index"http://www.fbo.gov/index](http://www.fbo.gov/index) - on the right of the screen is User Guides - click on Vendor.

(End of clause)

(CS6102)

C-3 52.225-4502 STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION
(ACC-RI)

FEB/1992

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

(End of statement of work)

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

Page 15 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

(CS7103)

C-4 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR JAN/2012
(ACC-RI) BALLISTIC TESTING

(a) Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B 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 and Acceptance and Description Sheets (for Propellants and Explosives). WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided below.

(b) MHP-WARP Access Procedures

(1) Government or Contractor employee with CAC and AKO account:

- (a) Click on the MHP hyperlink which is <https://mhp.redstone.army.mil/>
- (b) Enter CAC PIN when prompted
- (c) Click on WARP (ADC)
- (d) Click on Help
- (e) Click on WARP Request Access and follow instructions

(2) Contractor or Government employee without CAC and AKO account: MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority (ECA) program. You are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html> A nominal fee is charged for each certificate. The Contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

(3) After the required certificate is obtained:

- (a) Click on the MHP-WARP hyperlink: <https://mhpwarp.redstone.army.mil/>
- (b) Enter ECA password
- (c) Click on Help and follow the instructions for obtaining the necessary access

(c) HELP Numbers are as follows:

MHP Access (256)313-2143; DSN 897-2143
JMC Quality Administrators for WARP issues (309)782-2697 or (309)782-7107

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

An online users manual will provide additional help in the development of an ammunition data card. 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.

(e) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirements of MIL-STD-1168B. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), who 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.

(f) 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 conform with MIL-STD-1168B and contract requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(g) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify

Name of Offeror or Contractor:

amc.rock.org.jmc-WARP@mail.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 amc.rock.org.jmc-WARP@mail.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(h) Report of Contractor Ballistic/Function 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/function testing and to submit the report in electronic format via the WWW. The report must be a .pdf file for the upload process to work.

(i) Acceptance and Description Sheets (for Propellants and Explosives) Module: The WARP application now contains an area for on-screen data entry capturing requirements per MIL-STD-1171A for Acceptance and Description Sheets with respect to contract specified Propellant, Chemical and Explosive constituents.

(End of statement of work)

(CS7200)

C-5 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION DEC/2010
(ACC-RI)

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

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

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

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

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

(End of statement of work)

(CS7300)

C-6 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
(ACC-RI)

(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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0016 MOD/AMD	Page 17 of 77
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Name of Offeror or Contractor:

documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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

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

(End of clause)

(CS7600)

DRAFT

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

Page 18 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

CLIN: xx02

DODIC: A400

NSN: 1305-00-322-6391

NOMENCLATURE: Ctg, Caliber .38 Special Ball, M41

(a) Packaging shall be in accordance with 9396206, Revision AA, dated 22 NOV 2011.

(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 9396206, Revision AA, dated 22 NOV 2011. 2-D Barcodes are required in accordance with 12999545, Revision D, dated 06 OCT 2009.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Not required for this contract.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

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

HEAT TREAT WOOD QUALITY MARKING: "In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN: xx03

DODIC: A403

NSN: 1305-00-810-8250

NOMENCLATURE: Ctg, Caliber .38, Special Blank

(a) Packaging shall be in accordance with F00-810-8250, Revision J, dated 9 NOV 2010.

(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 F00-810-8250, Revision J, dated 9 NOV 2010. 2-D Barcodes are required in accordance with 12999545, Revision D, dated 6 OCT 2009.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Is required for this contract.

Engineering Exceptions of Section C apply.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside theUSA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is

Name of Offeror or Contractor:

greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

HEAT TREAT WOOD QUALITY MARKING: In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org"](http://www.alsc.org)<http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. 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 lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN: xx04

DODIC: A404

NSN: 1305-00-123-0548

NOMENCLATURE: Ctg, Caliber .38, Special Match, Wad Cutter

(a) Packaging shall be in accordance with 9396206, Revision AA, dated 22 NOV 2011.

(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 9396206, Revision AA, dated 22 NOV 2011. 2-D Barcodes are required in accordance with 12999545, Revision D, dated 6 OCT 2009.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Not required for this contract.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

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

HEAT TREAT WOOD QUALITY MARKING: "In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org"](http://www.alsc.org)<http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN: xx05

DODIC: A475

NSN: 1305-00-301-1685

NOMENCLATURE: Ctg, Caliber .45, Ball, M1911

(a) Packaging shall be in accordance with 9396206, Revision AA, dated 22 NOV 2011.

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

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

Page 20 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

(c) Marking shall be in accordance with 9396206, Revision AA, dated 22 NOV 2011. 2-D Barcodes are required in accordance with 1299545, Revision D, dated 06 OCT 2009.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Not required for this contract.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

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

HEAT TREAT WOOD QUALITY MARKING: "In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org"http://www.alsc.org](http://www.alsc.org)). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved Dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

CLIN: xx06

DODIC: A482

NSN: 1305-00-892-4230

NOMENCLATURE: Ctg, Caliber .45, Match, Wad Cutter

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

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

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

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

(2) Unit package

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

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

(3.) Intermediate Package

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

(4) Packing

Name of Offeror or Contractor:

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

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

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

(6.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, with Change Notice 4, Date 19 September 2007. 2-D bar code marking is required on the outer shipping container and the unitized load. DI-PACK 81059 APPLIES for this contract.

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

(8.) Wood Packaging Materials - In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org" http://www.alsc.org](http://www.alsc.org)). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

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

CLIN: xx07

DODIC: A483

NSN: 1305-00-892-2526

NOMENCLATURE: Ctg, Caliber .45, Ball, M1911 Match Grade

(a) Packaging shall be in accordance with 9396206, Revision AA, dated 22 NOV 2011.

(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 9396206, Revision AA, dated 22 NOV 2011. 2-D Barcodes are required in accordance with 12999545, Revision D, dated 06 OCT 2009.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Not required for this contract.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative

Name of Offeror or Contractor:

samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

HEAT TREAT WOOD QUALITY MARKING: "In accordance with the requirements of the 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). Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: *HYPERLINK "http://www.alsc.org"http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides or ends of the pallet and be contrasting and clearly visible. All dunnage lumber used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp on opposite surfaces. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

(End of clause)

(DS6303)

D-2 52.247-4517 PALLETIZATION INSTRUCTION
(ACC-RI)

MAR/1992

CLIN: xx02
DODIC: A400
NSN: 1305-00-322-6391
NOMENCLATURE: Ctg, Caliber .38, Special Ball, M41

Palletization shall be in accordance with 19-48-4116/12, Revision 1, dated JUL 1985

BASIC DRAWING
19-48-4116, Revision 11, dated JUL 2008, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

CLIN: xx03
DODIC: A403
NSN: 1305-00-810-8250
NOMENCLATURE: Ctg, Caliber .38, Special Blank

Palletization shall be in accordance with 19-48-4116/12C, Revision 2, dated JUL 1986

Marking shall be in accordance with ACV00561, Revision F, dated 2 December 2008. Wood Packaging Material shall be in accordance with ACV00831, March 2010. 2-D barcodes are required.

BASIC DRAWING 19-48-4116, Revision 11, dated July 2008, applies.

CLIN: xx04
DODIC: A404
NSN: 1305-00-123-0548
NOMENCLATURE: Ctg, Caliber .38, Special Match, Wad Cutter

Palletization shall be in accordance with 19-48-4116/12, Revision 1, dated JUL 1985

BASIC DRAWING
19-48-4116, Revision 12, dated DEC 2011, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with

Name of Offeror or Contractor:

ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

CLIN: xx05

DODIC: A475

NSN: 1305-00-301-1685

NOMENCLATURE: Ctg, Caliber .45, Ball, M1911

Palletization shall be in accordance with 19-48-4116/13, Revision 1, dated JUN 1985

BASIC DRAWING

19-48-4116, Revision 11, dated JUL 2008, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

CLIN: xx07

DODIC: A483

NSN: 1305-00-892-2526

NOMENCLATURE: Ctg, Caliber .45, Ball, M1911 Match Grade

Palletization shall be in accordance with 19-48-4116/13, Revision 1, dated JUN 1985

BASIC DRAWING

19-48-4116, Revision 11, dated JUL 2008, applies. This drawing is the basic palletization drawing called out in this contract. Marking shall be in accordance with ACV00561, Revision F, dated 02 DEC 2008. Wood Packaging Material (WPM) shall be in accordance with ACV00831, Dated: 01 MAR 2010. 2-D barcodes are required.

(End of clause)

(DS6204)

DRAFT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

ADDITIONAL ACCEPTANCE INSPECTION EQUIPMENT (AIE) GUIDANCE:

All drawings listed in the Technical Data Package Listings (TDPLs) for this Solicitation (and subsequent Contract Award) that reference specific test equipment, inspection lists, gauge drawings, etc. shall be for reference use only AND ARE PROVIDED STRICTLY FOR INFORMATIONAL/PLANNING PURPOSES. These reference drawings are provided to HELP POTENTIALLY GIVE an offeror a baseline understanding of the needed inspection equipment required for this contract. THEY ARE NOT INTENDED TO BE, NOR SHOULD THEY BE CONSTRUED AS DIRECTION BY THE GOVERNMENT. THERE IS NO GUARANTEE BY THE GOVERNMENT THESE ITEMS WILL WORK. The offeror shall provide all Acceptance Inspection Equipment (AIE) in accordance with clause 52.246-4531, Acceptance Inspection Equipment.

*** END OF NARRATIVE E0001 ***

REFERENCE ROUNDS:

The contractor shall be responsible for obtaining the .38 and .45 Caliber SAAMI reference cartridges for calibration of acceptance test equipment, verification of calibration, and application of correction factors to test results during Lot Acceptance Testing and First Article Testing IAW the TECP 700-700, SCATP-45, and applicable .38 Caliber Specification Appendices. Also, the contractor shall be responsible for furnishing secondary reference cartridges needed for in-process and in-house testing. POC for obtaining SAAMI reference cartridges is Randy Bimson, Director of Technical Affairs, (203)426-4358 ext. 221, *HYPERLINK "mailto:rbimson@saami.org" rbimson@saami.org.

*** END OF NARRATIVE E0002 ***

WEAPONS FOR FIRST ARTICLE AND/OR LOT ACCEPTANCE TESTING:

The Government will not provide any .38/.45 caliber weapons required for First Article and/or Lot Acceptance testing. All weapons are to be provided by the Contractor. Refer to the Technical Data Package Listings (TDPLs) for specific weapons to be used. The Government will consider the use of commercial equivalents to those specific weapons; however, the use of commercial equivalents must be incorporated into the AIE submission and must be approved by the Contracting Officer.

*** END OF NARRATIVE E0003 ***

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 (ACC-RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	NOV/2011

(a) The first article shall consist of:

- (A400): In accordance with MIL-C-46409D
- (A403): In accordance with DTL-13041815, paragraphs 3.1 and 4.3
- (A404): In accordance with DTL-13041816, paragraphs 3.1 and 4.3
- (A475): In accordance with MIL-DTL-1311F
- (A482): In accordance with DTL-000013041814, paragraphs 3.1 and 4.3
- (A483): In accordance with MIL-DTL-46482C

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

(d) Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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

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

(End of clause)

(ES6031)

E-4

52.246-4017
(ACC-RI)

PROCESS CAPABILITY, CONTROL AND IMPROVEMENT REQUIREMENTS

MAY/2011

(a) The Contractor shall establish a Process Control System that Includes, but is not limited to, procedures, systems and software. This Process Control System shall complement the requirements of an ISO 9001-2008 or equivalent Quality Management System as well as all contract quality requirements. Statistical Process Control (SPC), when utilized, shall be implemented in accordance with ISO 11462-1 and ANSI/ASQC B1, B2, and B3 or equivalent. A Process Control Plan (PCP), which describes actions and methods to assure production processes will be in a state of control, shall be submitted to the Government for review and acceptance as stipulated on DD Form 1423 and DI-MGMT-80004. Demonstration of process capability in accordance with the accepted PCP shall be accomplished prior to or at first

Name of Offeror or Contractor:

article (if required) or prior to start of production. Acceptance of product shall be contingent on verification of acceptable process capability in accordance with the accepted PCP, provided all other contractual requirements are met. The Government reserves the right to withhold acceptance of product when there is evidence of noncompliance to the PCP. Should a finding of noncompliance to the PCP be made, a corrective action plan shall be submitted to the Government.

(b) Characteristics for process control are as follows:

(1) Characteristics for process control are attributes or features whose variation have a significant effect on product fit, form, function, performance, service life or producibility, that require specific actions for the purpose of controlling variation. Characteristics for process control result from an in depth Government-only review and analysis as specified in Technical Data Package (TDP) documentation as required below:

(1.1) Government selected list, see paragraph g below

(1.2) As listed key characteristics

(2) Characteristics for process control are attributes or features whose variation have a significant effect on product fit, form, function, performance, service life or producibility, that require specific actions for the purpose of controlling variation. Characteristics for process control shall be determined using an in-depth Contractor review and analysis as specified in the PCP documentation. The Government reserves the right to identify any characteristics for process control as well as any additional characteristics identified in paragraph g.

(3) Characteristics for process control are features within a product, subassembly, part and process whose variation from nominal (i.e., target value) significantly impacts safety, performance in terms of customers requirements, or final cost of a product. Special controls should be applied where the cost of variation justifies the cost of control. These shall be developed from an in depth Government-Contractor review and analysis of design as specified in paragraph g below.

(c) The Contractors analysis shall include processes and operations under the control of the prime Contractor and those under the control of sub-Contractor including subtier suppliers. The Contractor shall create a process flow chart for the entire process (including manufacturing, inspection and material handling) and perform Process Failure Modes and Effects Analysis (PFMEA) for all processes identified on the process flow chart [If option b(3) is selected, a PFMEA and process flow chart will not be necessary]. The Contractor shall identify, define and document specific controls applicable for each process and operation that affects all characteristics required for control by this clause. The Contractor shall: (a) conduct process capability studies on all process and operation parameters affecting characteristics for process control; (b) verify that all automated inspection equipment used to validate process capability has been properly calibrated and certified; and (c) conduct Measurement System Analysis (MSA) studies on all applicable corresponding measurement systems utilized to monitor process capability.

(d) The Contractor shall prepare and implement a PCP. The PCP shall be based upon and include the process flow chart, PFMEA [If option b(3) is selected, a PFMEA and process flow chart will not be necessary], process capability studies and Measurement System Analysis (MSA) for all process and operation parameters affecting characteristics for process control. For each characteristic, the PCP shall describe the entire process (including manufacturing, inspection and material handling), control methods and action plans for all out of control conditions and process capability at the stated production rates. When utilizing statistical methods, a process capability index such as Cpk shall be calculated. A characteristic for process control shall be considered to have an acceptable (and capable) process if it has a Cpk of at least 2.00 for Critical characteristics, 1.33 for all other characteristics selected for control, or as stated as follows: N/A. The Contractor shall notify the Government when the minimum process capability values (Cpk) of 2.00 for Critical characteristics and 1.33 for all other characteristics for process control, or the alternative established minimum Cpk values, are no longer being maintained.

(e) In accordance with MIL-STD-1916 the Contractor may request, in writing, that alternate methods of acceptance be evaluated once the processes and applicable operation parameters have been demonstrated to be both stable and capable. Any alternate methods may not be implemented until accepted by the Contracting Officer.

(f) Corrective Action Requests (CARs) and Requests For Deviations (RFDs) generated for identification of product nonconformances shall result in an evaluation of the Process Control Plan (PCP). The evaluation will consider addition of new characteristics for process control to the contractually required process control list and require implementation of actions per paragraphs (c) and (d) above with submittal to the PCO for Government acceptance. If the CARs and RFDs are related to characteristics, processes and/or operations already identified in the PCP then those actions required by paragraphs (c) and (d) will be reassessed and submitted to the PCO for Government acceptance. The Government reserves the right to withhold acceptance of product until the revised PCP is accepted by the Government.

(g) If box b(1)[1.1], b(2) or b(3) are checked above, the selected characteristics and applicable tools, techniques, control methods or method of analysis to obtain these are specified as follows:

(A400): All Critical and Major defect characteristics listed in MIL-C-46409D.

(A403): All Critical and Major defect characteristics listed in DTL-13041815.

Name of Offeror or Contractor:

(A404): All Critical and Major defect characteristics listed in DTL-13041816.

(A475): All Critical and Major defect characteristics listed in Table V, MIL-DTL-1311F.

(A482): All Critical and Major defect characteristics listed in DTL-000013041814.

(A483): All Critical and Major defect characteristics listed in MIL-DTL-46482C.

(End of Clause)

(ES6924)

E-5 52.246-4520 AMMUNITION DATA CARDS
(ACC-RI)

SEP/2010

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) are contained in MIL-STD-1168, DI-MISC-80043 and the Worldwide Ammunition-data Repository Program (WARP) online user's manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, can be found in MIL-HDBK-1461.

(a) The supplier shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168B, and the user's manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. (Refer to the clause in Section C of this contract entitled "Statement of Work - Ammunition Data Cards, Report of Contractor Ballistic/Function Testing" for more information.) The ADC requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(b) The supplier shall prepare an ADC for each lot of item(s) being produced under this contract, regardless of whether or not those lots are accepted or rejected by the Government. The ADC shall comply with MIL-STD-1168 and WARP requirements.

(c) Unless otherwise authorized by the Procuring Contracting Officer, the supplier shall include, in the components sections on the ADC representing the deliverable item, as a minimum; all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

End Item Component Listing:

	<u>Drawing Number</u>	<u>Nomenclature</u>
(A400)	7553580	Ctg, Cal .38 Spec Ball M41 130 Grain
	7553602 or 12902904	Bullet
	7553601 or 12902905	Case
	10535446-1 or 10534810-1	Propellant
	8596412-1	Primer
(A403)	12952155B	Ctg, Cal .38 Spec Blank
	COTS - Use Contractor Part Number	Case
	COTS - Use Contractor Part Number	Propellant
	COTS - Use Contractor Part Number	Primer
(A404)	10521459J	Ctg, Cal .38 Spec Match Wad Cutter
	COTS - Use Contractor Part Number	Case
	COTS - Use Contractor Part Number	Propellant
	COTS - Use Contractor Part Number	Primer
(A475)	6000503	Ctg, Cal .45 Ball M1911
	6136799	Bullet
	6000501	Case
	105344790-1 or 11744212-1	Propellant
	7645336	Primer
(A482)	10521458H	Ctg, Cal .45 Wad Cutter Match

Name of Offeror or Contractor:

COTS - Use Contractor
 Part Number Bullet
 COTS - Use Contractor
 Part Number Case
 COTS - Use Contractor
 Part Number Propellant
 COTS - Use Contractor
 Part Number Primer

(A483) 8596136 Ctg, Cal .45 Ball M1911 Match
 6136799 Bullet
 8596403 Case
 10534790-1 or 11744212-1 Propellant
 7645336 Primer

(d) The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.

Drawing Number from paragraph (c) above N/A, components as follows:

<u>Component</u>	<u>Nomenclature</u>
<u>Drawing Number</u>	<u>N/A</u>
N/A	N/A

(e) When required by the technical data package, all component lot numbers shall be in accordance with MIL-STD-1168 lot number convention. When not required by technical data package, component lot number may be constructed through producer lot number convention.

(f) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (d) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.

(g) All component RFD/ECPs shall be listed on the ADC for the deliverable item, as well as on the component ADC, when that component is identified in paragraph (d) above. The WARP user's manual provides information on the level of detail required.

(h) A sample ADC shall be developed and submitted to the WARP system 30 days prior to First Article testing or 30 days prior to production in the event a first article is not required. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

(End of clause)

(ES6200)

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

(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)

Name of Offeror or Contractor:

E-7 52.246-4553 CRITICAL CHARACTERISTICS (SIX SIGMA)
(ACC-RI)

MAY/2010

(a) The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical 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/quality.html> <http://www.pica.army.mil/PicatinnyPublic/organization/s/ardec/orgchart/quality.html>

(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 Government 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: N/A

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

(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 Government acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after Government acceptance the Government 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
(ACC-RI)

OCT/2000

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

(End of clause)

(ES7650)

E-9 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
(ACC-RI)

FEB/2010

(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

Name of Offeror or Contractor:

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-10 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT FEB/2010
(ACC-RI)

(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 Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gauges.

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

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

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

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

(End of clause)

(ES7010)

E-11 52.246-4532 DESTRUCTIVE TESTING MAY/1994
(ACC-RI)

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being

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

Page 33 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-8	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-9	52.247-4504 (ACC-RI)	TRANSPORTATION SECURITY REQUIREMENTS	FEB/2010

(a) Supplies procured or furnished under this contract/subcontract, which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Hazard Class 1 Explosives 1.4S, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitive category or explosive class identified under DOD 5100.76-M and DOD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

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

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

(End of Clause)

(FS6115)

F-10	52.247-4531 (ACC-RI)	COGNIZANT TRANSPORTATION OFFICER	SEP/2007
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(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

Name of Offeror or Contractor:

point of contact.

(End of clause)

(FS7240)

F-11 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
(ACC-RI)

FEB/1996

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center and School (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

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

(End of clause)

(FS7007)

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

Page 35 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.232-4501 (ACC-RI)	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

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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.

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

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

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

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

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

4. INSTRUCTIONS:

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

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

1) Progress Payment (For use under contractually authorized Progress Payments)

2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

3) "COMBO" Invoice Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

4) "2-in-1" (For Service CLINS only)

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

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

Contractor Cage Code* _____

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

Issue DoDAAC: W52P1J

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned

Name of Offeror or Contractor:

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 37 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.232-4506 (ACC-RI)	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 eighty percent (80%) of the initial award value of the contract.

(End of clause)

(HS6002)

H-3	52.242-4558 (ACC-RI)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996
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(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

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

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	-See Award Document-	1
Administration Office (ACO)	-See Award Document-	3
Production Manager	-TBD. Contact PCO After Award-	1
Project Manager	-TBD. Contact PCO After Award-	1

(End of clause)

(HS6026)

H-4	52.245-4506 (ACC-RI)	GOVERNMENT FURNISHED PROPERTY	OCT/1994
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Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property, M2A1 Metal Cans (NSN: 8140-00-960-1699), for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule established by the Contractor and the Government to meet contract delivery schedule requirements.

(c) If the property is not received in accordance with the schedule set forth by mutual agreement between the Contractor and the Government, the Contractor shall immediately notify the Contracting Officer in writing.

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

(End of clause)

(HS6075)

Name of Offeror or Contractor:

H-5 52.203-4501 OPERATIONS SECURITY (OPSEC) REQUIREMENTS
(ACC-RI)

JAN/2011

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.
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-80934C 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 conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.
6. 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.
7. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.
8. 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-6 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION
(ACC-RI)

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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0016 MOD/AMD	Page 39 of 77
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Name of Offeror or Contractor:

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)

DRAFT

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
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	OCT/2010
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	OCT/2010
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 POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB/2012
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-15	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-22	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-26	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-32	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 41 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-47	52.232-17	INTEREST	OCT/2010
I-48	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-49	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	OCT/2008
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-58	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-59	52.245-9	USE AND CHARGES	APR/2012
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-62	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-63	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-64	52.248-1	VALUE ENGINEERING	OCT/2010
I-65	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-70	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-71	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	APR/2012
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	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	SEP/2011
I-80	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-81	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-82	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-83	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-84	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	OCT/2011
I-85	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-86	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-87	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-88	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-89	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-90	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-91	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-92	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-93	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-94	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-95	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-96	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	APR/2012
I-97	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-98	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-99	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-100	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-101	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-102	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-103	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-104	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-105	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	SEP/2011
I-106	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-107	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-108	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-109	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-110	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-111	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-112	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-113	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Armament Research Development and Engineering Command (ARDEC)

(Address) -TBD-

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name _____

Manufacturers Name _____

Sources Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

Name of Offeror or Contractor:

I-114 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE JAN/1997
I (JAN 1997)

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

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to the QAO marked First Article Test Report: Contract No. ___, Lot/Item No. ___. Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

* Note: See ES6031, 52.209-4512: FIRST ARTICLE TEST (CONTRACTOR TESTING)

** Note: See Section A Narrative

(End of Clause)

I-115 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 20,000 cartridges, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

Name of Offeror or Contractor:

(1) Any order for a single item in excess of 2,081,905 cartridges;

(2) Any order for a combination of items in excess of 5,345,259 cartridges; or

(3) A series of orders from the same ordering office within thirty (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 Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of Clause)

I-116 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2016.

(End of Clause)

I-117 52.232-16 PROGRESS PAYMENTS APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's 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 Contractor's payment request to the Government.

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

Name of Offeror or Contractor:

- (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 Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (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.

Name of Offeror or Contractor:

- (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;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall
- (i) exclude the allocable costs of the property from the costs of contract performance, and
 - (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (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 Government 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

Name of Offeror or Contractor:

- (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,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
- (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Governments rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form 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;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the

Name of Offeror or Contractor:

Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

(l) Due date. The designated payment office will make progress payments on the 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 indefinitized contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 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 Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the 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 --

Name of Offeror or Contractor:

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

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

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

(End of Clause)

I-119 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE JUN/2003

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

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

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

(b) Contractors obligations.

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

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

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

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

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

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

(c) Remedies available to the Government.

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

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

(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

Name of Offeror or Contractor:

(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 Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

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

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

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

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

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

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

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

(End of Clause)

I-120

252.203-7004

DISPLAY OF FRAUD HOTLINE POSTER(S)

SEP/2011

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

Name of Offeror or Contractor:

Defense Hotline, The Pentagon, Washington D.C. 20301-1900 or e-mail addressed to hotline@dodig.mil. The Defense Hotline can also be accessed at the OCI DoD Website at *HYPERLINK "www.dodig.mil/hotline"www.dodig.mil/hotline.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-121 252.216-7006 ORDERING

MAY/2011

(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 contract schedule. Such orders may be issued from the date of contract award through 30 September 2015.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-122 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

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

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

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY/ CATEGORY</u>
Ctg, Caliber .38, Special Ball, M41	1305-00-322-6391	4/IV
Ctg, Caliber .38, Special Match, Wad Cutter	1305-00-123-0548	4/IV
Ctg, Caliber .45, Ball, M1911	1305-00-301-1685	4/IV
Ctg, Caliber .45, Match, Wad Cutter	1305-00-892-4230	4/IV
Ctg, Caliber .45, Ball, M1911 Match Grade	1305-00-892-2526	4/IV

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

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

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

Name of Offeror or Contractor:

subcontract.

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

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

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

* Please note that the referenced Statement of Work (Attachment 0020) does not apply to the .38 Caliber Blank Cartridge (1305-00-810-8250). The Sensitivity/Category for this item is 7/VII.

(End of clause)

I-123 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 54 of 77
	PIIN/SIIN W52P1J-12-R-0016	MOD/AMD

Name of Offeror or Contractor:

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-124 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

(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

Name of Offeror or Contractor:

(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 [*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"](http://www.sba.gov/content/table-small-business-size-standards)<http://www.sba.gov/content/table-small-business-size-standards>

(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-125 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

Material Identification No.
(If none, insert None)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

Name of Offeror or Contractor:

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-126 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-127 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/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-128 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

Name of Offeror or Contractor:

the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-129 252.211-7005 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)

I-130 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

Name of Offeror or Contractor:

accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.) ACT

Blank lines for material and act information.

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-131 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993 (ACC-RI)

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

(End of clause)

(IS7025)

I-132 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006 (ACC-RI)

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0016 MOD/AMD	Page 59 of 77
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Name of Offeror or Contractor:

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

(End of clause)

(IS7070)

I-133 52.247-4544 TRANSPORTATION CONTAINERIZATION SEP/2007
(ACC-RI)

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".

(b) The contractor will be liable to the Government 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)

DRAFT

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	A400 CONTRACT DATA REQUIREMENTS LIST (CDRL)	30-JAN-2012	008	
Exhibit B	A403 CONTRACT DATA REQUIREMENTS LIST (CDRL)	07-MAY-2012	008	
Exhibit C	A404 CONTRACT DATA REQUIREMENTS LIST (CDRL)	07-MAY-2012	008	
Exhibit D	A475 CONTRACT DATA REQUIREMENTS LIST (CDRL)	24-JAN-2012	008	
Exhibit E	A482 CONTRACT DATA REQUIREMENTS LIST (CDRL)	07-MAY-2012	008	
Exhibit F	A483 CONTRACT DATA REQUIREMENTS LIST (CDRL)	30-JAN-2012	008	
Attachment 0001	STATEMENT OF WORK (SOW) - ACCOUNTABILITY INSTRUCTIONS	03-APR-2012	001	
Attachment 0002	ADDRESSES	03-APR-2012	001	
Attachment 0003	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP	03-APR-2012	001	
Attachment 0004	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)	03-APR-2012	009	
Attachment 0005	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)	03-APR-2012	002	
Attachment 0006	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)	03-APR-2012	004	
Attachment 0007	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)	03-APR-2012	002	
Attachment 0008	INSTRUCTIONS FOR COMPLETING DD FORM 1423	03-APR-2012	001	
Attachment 0009	ACQUISITIONS OPSEC PLAN - SAMPLE	03-APR-2012	015	
Attachment 0010	PROPOSAL PRICE EVALUATION MATRIX	03-APR-2012	003	
Attachment 0011	A400 DOCUMENT SUMMARY LIST (DSL)	25-APR-2012	003	
Attachment 0012	A403 DOCUMENT SUMMARY LIST (DSL)	07-MAY-2012	003	
Attachment 0013	A404 DOCUMENT SUMMARY LIST (DSL)	07-MAY-2012	003	
Attachment 0014	A475 DOCUMENT SUMMARY LIST (DSL)	25-APR-2012	003	
Attachment 0015	A482 DOCUMENT SUMMARY LIST (DSL)	07-MAY-2012	003	
Attachment 0016	A483 DOCUMENT SUMMARY LIST (DSL)	25-APR-2012	003	
Attachment 0017	ASC FORM 715-7 COVER SHEET FOR HAZARDOUS ITEM CONTRACT	01-NOV-2007	001	
Attachment 0018	CONTRACT PRODUCTION/DELIVERY REPORTING PERFORMANCE WORK STATEMENT (PWS)	07-JUL-2011	010	
Attachment 0019	PACKAGING ECP R12S5026	23-FEB-2012	011	
Attachment 0020	SECURITY STATEMENT OF WORK (SOW)	08-MAY-2012	003	

Name of Offeror or Contractor:

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION	MAY/2011
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2012

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 332992..

(2) The small business size standard is 1,000 employees.

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

(b)(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 \$150,000.

(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--

Name of Offeror or Contractor:

- (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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 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 \$77,494, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

Name of Offeror or Contractor:

(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) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 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 accessed through *HYPERLINK "https://www.acquisition.gov" https://www.acquisition.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-8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2012
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

Name of Offeror or Contractor:

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

X (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at *HYPERLINK "https://www.acquisition.gov/"https://www.acquisition.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 FAR 52.204-8(c) and paragraph (d) 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 provision 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

provision No. Title Date Change

Table with 4 columns: provision No., Title, Date, Change. The table is currently empty.

Name of Offeror or Contractor:

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-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

(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).

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).

(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 information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.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)

Name of Offeror or Contractor:

K-10 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[] (2) Outside the United States.

(End of provision)

K-11 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Name of Offeror or Contractor:

(End of provision)

DRAFT

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL INSTRUCTIONS:

1. General guidance. Proposals must comply with the following instructions. Deviations from these instructions may result in an offeror's proposal being considered inadequate for evaluation purposes. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government.

a. A complete proposal, including the executed solicitation and all amendments along with all copies of the required volumes, shall be submitted to the Government at the address shown below no later than the date and time specified in this solicitation and any subsequent amendments.

US Army Contracting Command - Rock Island (ACC-RI)
Attn: Mr. Mark Stevens (CCRC-AF)
1 Rock Island Arsenal
Rock Island, IL 61299-8000

b. All data must be submitted in hardcopy as stated below. Electronic mail and/or facsimile submissions are not acceptable.

c. The proposal must clearly and convincingly communicate the capability of the offeror to perform the work required as described in this RFP. It must also clearly indicate that the offeror has a thorough understanding of the requirements and is able and willing to devote the necessary resources to meet the production schedule with a product that conforms to the requirements stated in the RFP. Statements that merely repeat the solicitation requirements are unacceptable. The Government does not assume the duty to search for data or information to cure problems it finds in proposals. The burden of providing complete and thorough information to address the Technical/Management factor, sub-factors and elements remains with the offeror.

d. The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or has unrealistically high or low prices when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

e. For the purposes of this RFP, the term "offeror" includes all team or joint venture arrangements and all major subcontractors.

f. The Government will not reimburse offerors for incurred costs associated with preparation of proposals.

2. Proposal Submission Guidance.

a. Offerors shall submit their original proposals in three-ring binders. Each volume shall be in its own binder. A complete proposal shall contain a cover letter, an index, and separate volumes as indicated below:

Volume 1 - Technical/Management Factor
Volume 2 - Price Factor
Volume 3 - Executed copy of the solicitation, including certifications and representations, and any solicitation amendments, signed by an individual authorized to bind the company; one (1) hardcopy of the Small Business Subcontracting Plan; and one (1) CD-ROM copy and one (1) hardcopy of the complete, original proposal

Offerors shall submit proposals consisting of information required by Section L of the solicitation as follows:

Volume 1 - Seven (7) hardcopies and two (2) CD-ROM copies
Volume 2 - Three (3) hardcopies and two (2) CD-ROM copies
Volume 3 - One (1) hardcopy of the executed solicitation, including certifications and representations, and any solicitation amendments; one (1) hardcopy of the Small Business Subcontracting Plan; and one (1) CD-ROM copy and one (1) hardcopy of the complete, original proposal (hardcopy of the complete, original proposal takes precedence over the CD-ROM copy should a conflict occur)

Certifications and Representations: Each offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A Standard Form 33 (SF 33), Solicitation, Offer and Award
Section G Contract Administration Data
Section K Representations, Certifications and Other Statements of Offerors

b. All information pertaining to a particular volume shall be confined to that volume. Offerors are cautioned that failure to

Name of Offeror or Contractor:

include the requested information in the specified volume will result in the information not being considered and the proposal being considered unacceptable. Each volume will be treated independently.

c. Each volume shall consist of a cover, a title page, a table of contents, and the body of the proposal. The table of contents shall provide sufficient detail to allow Government evaluators to easily identify the important factors.

d. Each offeror shall submit only one offer. Alternate proposals will not be accepted.

e. Limitations.

(1) Limitations on Written Proposals. All written proposals shall be submitted in 3-ring binders. Pages containing text shall be typewritten or printed on 8.5 x 11-inch paper, with at least one and one-half (1.5) line spacing. Type size for text shall be no smaller in height than 11 point, with not more than an average of fifteen characters per linear inch, with proportional spacing permitted. Type size for figures and tables shall be no smaller than 8 point, 20 pitch, with proportional spacing permitted. Margins on all four edges of each sheet will be at least one (1) inch. Illustrations and tables shall be legible and no larger than 11-inch by 17-inch foldouts as appropriate for the subject matter. Each 11-inch by 17-inch foldout is considered two pages. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in the proposal by reference, attachment, appendix, videotape, audiotape, or other electronic media as a means to circumvent the page limitation unless otherwise requested. Video and audiotapes will not be reviewed or considered in the evaluation.

(2) Page Limitations. Pages within each volume shall be numbered sequentially beginning at page one.

(a) Volume I shall be limited to 100 pages. The cover sheet, table of contents, list of figures, tabs, dividers, and blank pages are excluded from the page count. Pages over the limit will be cut off and disregarded in the evaluation. Proposals shall be in compliance with FAR 52.204-4.

(b) Volume II has no page limitation but shall contain only pricing information.

(c) Volume III has no page limitation but shall only contain the executed solicitation, including certifications and representations, and any solicitation amendments; the Small Business Subcontracting Plan; and the complete, original proposal.

(d) Cover letters and proposal introductions shall not exceed a total of five (5) pages combined.

f. Offerors shall designate the original proposal as such, and shall number all copies.

g. CD-ROM copies shall be entirely reproducible, be accessible, and printable using Microsoft Office 2003, XP, 2007, or PDF software.

h. Proposal indexes and cross references between the proposal and the solicitation are useful for ensuring that all pertinent sections of the proposal are fully understood. The use of tabs to easily locate sections of the proposal also facilitates a thorough evaluation.

i. Offerors are expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor. The Government does not desire excess verbiage, unnecessary and elaborate brochures, or lengthy, repetitious, disorganized presentations beyond that sufficient to present and complete an effective offer. Deficiencies, whether informational or technical (e.g., failure of a proposal to comply with solicitation requirements, failure to provide a technical approach or information regarding an area to be evaluated), may be cause for elimination from the competitive range and rejection of an offer. Unsupported promises to comply with the contractual requirements are not sufficient. Proposals shall not merely reiterate the contractual specifications, but rather shall provide convincing documentary evidence of how contract requirements will be met.

j. The Government presumes the offerors proposal represents its best effort to respond to the solicitation. The proposal shall explain any inconsistency, whether real or apparent, between proposed performance and price.

k. The successful proposal may be incorporated into the resultant contract in whole or in part. Submissions shall therefore be thorough and complete.

l. Offerors are responsible for submitting the original proposal and CD-ROMs of their proposal to the designated location as specified above. Any revisions and modifications shall reach the Government office designated in the solicitation by the time specified in the solicitation. Failure to do so will cause the proposal to be considered late.

m. Offerors should note that the contract resulting from this solicitation will be awarded on the basis of the best value decision made under this solicitation.

Name of Offeror or Contractor:SUBMISSION REQUIREMENTS:

1. TECHNICAL/MANAGEMENT FACTOR. Offerors shall provide information for the Technical/Management factor as follows:

Sub-factor 1, Technical Capability

a. Offerors proposal should demonstrate that the offer has or the ability to realistically obtain the required facilities, equipment, technical staff, experienced engineers and quality control staff, to facilitate timely delivery of conforming Pistol Cartridges (DODICs A400, A403, A404, A475, A482 and A483). The offerors proposal should demonstrate the capability or the ability to realistically obtain the capability to deliver 5.4M cartridges per ordering period. The offers proposal should also include the offerors detailed analysis of the required materials, tooling, equipment, and personnel with associated lead times to obtain in order to assure the Governments delivery needs are met. The offeror must also demonstrate in their proposal the ability or realistically obtaining the ability to meet the delivery schedule through-out the entire contract. Additional information to be provided by the offeror in their proposal includes:

(1) The submittal of a Process Flow Diagram is required. This includes processes for manufacturing of all components even if at sub-vendor level (except for propellant).

(2) Provide supporting evidence of technical capability such as detailed descriptions of the key manufacturing processes and skills, particularly those required for Government unique requirements such as waterproofing and packaging. The offeror must include in their proposal their description of the following information at a minimum: diagrams, layout of equipment, production cell capacities, sub-vendor capacity & lead-times, as well as written descriptions of the process and flow of components. Offerors must specify in their proposal the production equipment in each production area devoted to the US Government requirement as well as a detailed description of the capacity of that equipment. Specific equipment which must be addressed in detail in their proposal includes, but is not limited to Cartridge Case and Bullet manufacturing equipment, as well as Propellant loaders. Examples of prior capacities achieved for equipment can be noted by the offeror in their proposal for supporting rationale.

(3) Provide descriptions of methods to be used to crimp cases to bullets, load propellant, insert and stake primers, and perform waterproofing. Also, include specific details in their proposal on machine features or inspection methods employed to control, mitigate or segregate non-conformances and to prevent defects from being formed in these operations. Offerors proposal must also address US Government unique requirements for .38 Caliber Cartridge Case Elongation and Bullet Extraction Forces and Critical Characteristics (i.e. case split, cracked case, perforated case, etc.).

(4) An Integrated Master Schedule must also be provided detailing all key production processes, materials, sub-components, sub-vendors, assembly, equipment and key events e.g., FAT, Production, LAT and other events key to the offeror. The offeror shall also provide in their proposal an organization chart for the performance of the contract including the relationship and interface of the offerors various organizational elements, including Government and subcontractors.

(5) Offerors must provide data to demonstrate an understanding and ability to follow best practices associated with supply chain management to include established relationships with subcontractors, alternate sources of supply for critical components, proper identification and mitigation of long lead items.

Sub-factor 2, Quality Management

b. Offeror's proposal should include detailed information regarding their quality management system. The offeror should submit in their proposal the name of the quality management system to be used, and describe within the proposal this higher level quality management system in sufficient detail to allow the Government to assess its suitability for use in performing any contract which may result from this solicitation. The offeror should submit in their proposal information as to how the offeror intends to control their work operations, in-process controls, and inspection. The offeror should provide specific details in the proposal regarding organization, planning, work instructions, documentation control, and advanced metrology. The offeror should provide detailed information in their proposal as to the plans and methods used, or planned to be used by the offeror to address the inspection status of material throughout the entire manufacturing/production process. The offeror should demonstrate in its proposal the methodology used to reduce process variation and to eliminate waste. Specific information to be submitted by the offeror in their proposal includes:

(1) Supporting evidence of a system for quality control and inspection to Government unique requirements for all Critical Defects including Propellant Detection, and Cocked Primer. Offeror must detail in their proposal both processes and equipment including inspection systems within the equipment to preclude the formation or escape of these defects. An offerors failure to provide supporting evidence will result in a rating of Unacceptable.

(2) Detailed inspection processes for all incoming sub-vendor components. This includes evidence of a material control system for product through all stages of production and acceptance capable of the identification, segregation and management notification of non-conforming material. The description in the offerors proposal should fully and completely explain the offerors plans for implementing and maintaining a material control system at their suppliers and their formal follow-up process to assure information is received, understood and appropriately implemented in a timely basis.

Name of Offeror or Contractor:

(3) Evidence of the calibration system the offeror intends to use, with data evaluated describing the material control system and associated maintenance procedures. The offeror must submit in their proposal evidence that demonstrates that the calibration system will yield inspection results that will be reliable and repeatable, and capable and accurate on a continuous basis for all measured/tested characteristics.

(4) Evidence on how the offeror intends to conduct failure analysis in the event of product deficiencies or test failures. This description in the offerors proposal should provide detailed procedures for associated corrective and preventive actions.

(5) Evidence of a robust internal and external audit process, compliance to that process, and results of recent internal audit process.

(6) Evidence of the implementation of an adequate, up-to-date training program from entry level to journeyman level personnel.

(7) Evidence of the implementation of inspection/sampling in accordance with requirements established in MIL-STD-1916.

2. PRICE FACTOR. Offerors shall provide information for the price factor as follows:

a. The offeror will enter unit prices for all quantities and ordering periods for all CLINs and First Article Acceptance Test (FAAT) costs, if applicable, on the Proposal Price Evaluation Matrix (Attachment 0010). All unit prices shall be quoted in American dollars, limited to four decimal places, and will be binding.

b. The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.

*** END OF NARRATIVE L0001 ***

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

<http://farsite.hill.af.mil/VVFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

L-7	52.233-2	SERVICE OF PROTEST	SEP/2006
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CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 72 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

(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:

Mr. Randall C. Slusser II
Army Contracting Command - Rock Island (ACC-RI) / CCRC-AF
1 Rock Island Arsenal
Rock Island, IL 62199

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

(End of Provision)

L-8 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(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-9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-10 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)

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

Page 73 of 77

PIIN/SIIN W52P1J-12-R-0016

MOD/AMD

Name of Offeror or Contractor:

L-11 52.209-4576 WAIVER OF FIRST ARTICLE APPROVAL SEP/1995
(ACC-RI)

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-12 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAY/2012
(ACC-RI)

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the 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 Moline 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, 2nd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-6895/3620/3218.

(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". 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-13 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
(ACC-RI)

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-14 52.233-4503 AMC-LEVEL PROTEST PROGRAM AUG/2011
(ACC-RI)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible

Name of Offeror or Contractor:

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:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

The AMC-level protest procedures are found at:

www.amc.army.mil/pa/commandcounsel.asp

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.

(End of provision)

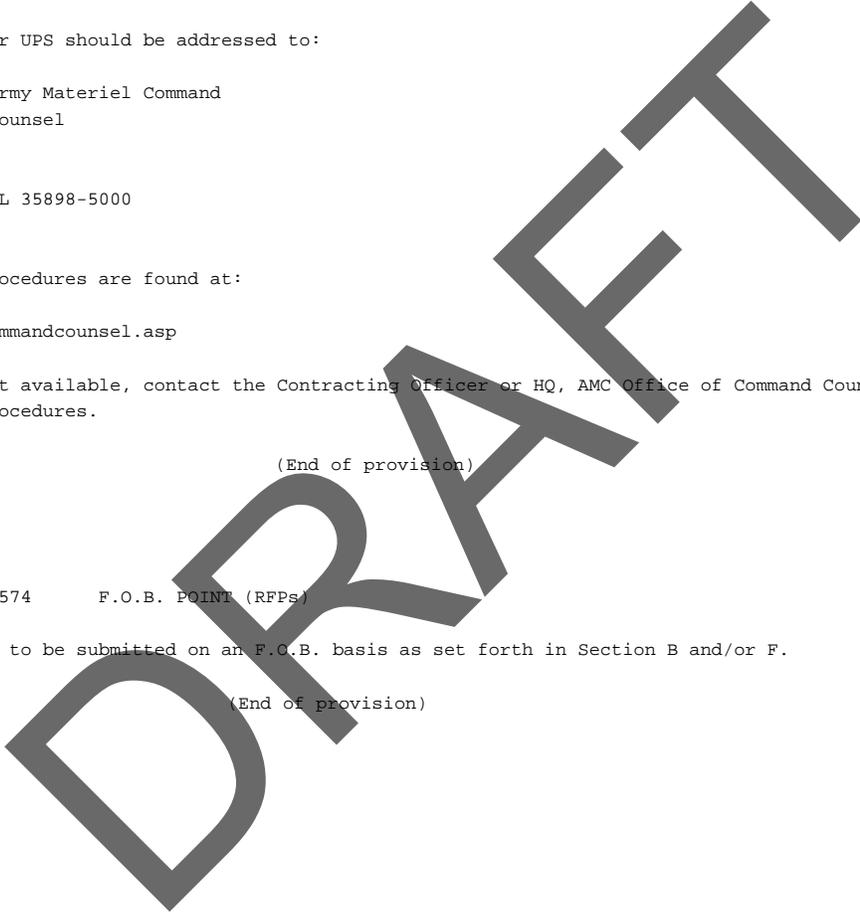
L-15 52.247-4574 F.O.B. POINT (RFPs)
(ACC-RI)

SEP/1995

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

(End of provision)

(LS7007)



Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD:

The Government will make an award to the responsible offeror whose proposal conforms to the requirements of the solicitation and provides the best overall value to the Government based on the Lowest Price Technically Acceptable (LPTA) source selection process. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factor. The non-cost factor is Technical/Management.

The Government reserves the right to award based on initial proposals. In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with the offerors (except clarifications as described in FAR 15.306). However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

1. TECHNICAL/MANAGEMENT FACTOR.

a. Under the Technical/Management factor, the sub-factors, that will be rated on the basis of the contractor's ability to meet the Government requirements in the RFP in order to determine if the offer is technically acceptable, are as follows:

- (1) Technical Capability and
- (2) Quality Management System

Acceptable is defined as the proposal clearly meets the minimum requirements of the solicitation. Unacceptable is defined as the proposal does not clearly meet the minimum requirements of the solicitation. In order to achieve an acceptable rating in the Technical/Management factor, the offeror must receive an acceptable in both the Technical Capability and Quality Management System sub-factors.

b. Sub-factor 1, Technical Capability: Offerors will be evaluated based upon having or the ability to realistically obtain the required facilities, equipment, technical staff, experienced engineers and quality control staff to facilitate production of Pistol Cartridges (DODICs A400, A403, A404, A475, A482 and A483). This includes the offeror providing substantial (including sub-vendors) detailed analysis of the required materials, tooling, equipment, facilities and personnel with lead times annotated to ensure meeting the Governments delivery needs and contractual requirements. The Government will determine if the offeror has successfully demonstrated that they have the capability or the ability to realistically obtain the capability to deliver 5.4 M cartridges per ordering period. The Government will determine if the offeror has successfully demonstrated they can meet the desired delivery schedule throughout the entire contract. Specific areas and information to be evaluated by the Government are:

(1) Evaluation of offeror Process Flow Diagram. This includes evaluating offeror description on processes for manufacturing of all components even if at sub-vendor level (except for propellant).

(2) Evidence of technical capability such as detailed descriptions of the key manufacturing processes and skills, particularly those required for Government unique requirements such as waterproofing and packaging. The description shall also be rated on the following offeror information: diagrams, layout of equipment, production cell capacities, sub-vendor capacity & lead-times, as well as written descriptions of the process and flow of components. This includes the offeror specifying in their proposal the production equipment in each production area devoted to the US Government requirement as well as a detailed description of the capacity of that equipment. Offeror will be evaluated on addressing the specific equipment in detail including, but is not limited to Cartridge Case and Bullet manufacturing equipment, as well as Propellant loaders. Examples of prior capacities achieved for equipment noted by the offeror will be assessed.

(3) Evaluation of methods to be used to crimp cases to bullets, load propellant, insert and stake primers, and perform waterproofing. The description shall also be rated, on specific details of machine features or inspection methods employed to control, mitigate or segregate non-conformances and to prevent defects from being formed in these operations. Offerors proposal will also be evaluated for addressing US Government unique requirements for .38 Caliber Cartridge Case Elongation and Bullet Extraction Forces and Critical Characteristics (i.e. case split, cracked case, perforated case, etc.).

(4) Evaluation of offeror Integrated Master Schedule detailing all key production processes, materials, sub-components, sub-vendors, assembly, equipment and key events e.g., FAT, Production, LAT and other events key to the offeror. Evaluation will also include the organization chart submitted by the offer for the performance of the contract including the relationship and interface of the offerors various organizational elements, including Government and subcontractors.

(5) Evaluation of Offerors data demonstrating an understanding and ability to follow best practices associated with supply chain management to include established relationships with subcontractors, alternate sources of supply for critical components, proper identification and mitigation of long lead items.

Name of Offeror or Contractor:

c. Sub-factor 2, Quality Management System: Offerors will be evaluated on their quality management system. The Government will evaluate evidence submitted by the offeror that identifies the name of the quality management system to be used, and that describes this quality management system in sufficient detail to allow the Government to assess its suitability for use in performing any contract which may result from this solicitation. The Government will evaluate evidence as to how the offeror intends to control their work operations, in-process controls, and inspection. The Government will evaluate specific details in the proposal regarding organization, planning, work instructions, documentation control, and advanced metrology. The Government will evaluate evidence as to the plans and methods used, or planned to be used by the offeror to address the inspection status of material throughout the entire manufacturing/production process; including methodology to reduce process variation and to eliminate waste. Specific areas and information to be evaluated by the Government are:

(1) Evidence of a system for quality control and inspection to Government unique requirements for all Critical Defects including Propellant Detection, and Cocked Primer. The Government will evaluate both the offerors processes and equipment including inspection systems within the equipment to preclude the formation or escape of the defects. An offerors failure to provide this supporting evidence will result in a rating of Unacceptable.

(2) Evidence of a detailed inspection process for all incoming sub-vendor components. The Government will evaluate offerors evidence of a material control system for product through all stages of production and acceptance capable of the identification, segregation and management notification of non-conforming material. The complete description shall also be rated on the offerors plans for implementing and maintaining a material control system at their suppliers and the offerors formal follow-up process to assure information is received, understood and appropriately implemented in a timely basis.

(3) Evidence of the calibration system the offeror intends to use, with data evaluated describing the material control system and associated maintenance procedures. The Government will evaluate whether the evidence provided demonstrates that the calibration system will yield inspection results that will be reliable and repeatable, capable and accurate on a continuous basis for all measured/tested characteristics.

(4) Evidence on how the offeror intends to conduct failure analysis in the event of product deficiencies or test failures. This description shall be rated for detailed procedures for associated corrective and preventative actions.

(5) Evidence of a robust internal and external quality audit process, compliance to that process, and results of recent internal quality audit process.

(6) Evidence of the implementation of an adequate, up-to-date technical training program from entry level to journeyman level personnel.

(7) Evidence of the implementation of inspection/sampling in accordance with requirements established in MIL-STD-1916.

2. PRICE FACTOR.

a. The Government will evaluate offers based on prices proposed for all CLINs, First Article Acceptance Test (FAAT) costs, if applicable, and any other price related factors required by the solicitation.

b. First Article Acceptance Test costs will be priced separately and will be added if applicable. The evaluation of FAAT cost is dependent upon whether or not an offeror will receive approval of a FAAT waiver prior to evaluation. A waiver of FAAT can only be granted by the Contracting Officer.

c. For each proposal, the Government will calculate a weighted evaluation price by multiplying the proposed unit prices for each range by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. The Evaluated CLIN Price is the sum of the weighted evaluation prices and FAAT costs for each ordering period.

d. The Total Evaluated Price will be determined by summing the Total Evaluated CLIN Prices and any other price related factors required by this solicitation. The overall lowest price to the Government will be determined based on the lowest evaluated price.

e. If an offeror fails to submit unit prices for all quantity ranges and ordering periods for all CLINs and/or First Article Acceptance Test costs, its proposal may be considered unacceptable and the Government may reject the proposal.

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

g. As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between quantity ranges.

Name of Offeror or Contractor:

In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

*** END OF NARRATIVE M0001 ***

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.209-4590 (ACC-RI)	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)

M-3	52.247-4502 (ACC-RI)	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)