SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING | PAGE OF PAGES 1 246

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W519TC26RA046	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY CODE W519TC

W6QK ACC-RI
ACC ROCK ISLAND BLDG 60, 3055 RODMAN AVE
ROCK ISLAND, IL 61299-0000
UNITED STATES
DEREK ROOKS, EMAIL: DEREK.S.ROOKS.CIV@ARMY.MIL TELEPHONE: 563-343-0358

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 furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 05:00 PM *(Hour)* local time 14 OCT 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	DEREK ROOKS	563	343-0358		DEREK.S.ROOKS.CIV@ARMY.MIL

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OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the 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 Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

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 OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY — CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Created On:
10 Jul 2026, 14:46 PM Central Daylight Time

DRAFT

Section A - Solicitation/Contract Form

Instrument Name: Radford Army Ammunition Plant IDIQ

Product Service Code : M1EA

NOTICE:

(a) This is a DRAFT Request for Proposal (RFP). The U.S. Government is NOT looking for proposals at this time. The purpose of this document is to obtain industry comments and feedback on its contents prior to release of the Final RFP. The Government is not utilizing this document to negotiate or solicit proposals, and issuance of this DRAFT RFP does not serve to bind the Government in any way. This DRAFT RFP is subject to change prior to final issuance for the Formal RFP. The Government will not reimburse Offerors for any preparation of responses to this DRAFT RFP.

(b) Comments regarding this DRAFT RFP are due to the individuals below, via email, no later than close of business on 20 July 2026.

Anna Whitcomb, Contracting Officer: anna.e.whitcomb2.civ@army.mil
Amanda Carlson, Contract Specialist: amanda.l.carlson25.civ@army.mil
Derek Rooks, Contract Specialist: derek.s.rooks.civ@army.mil

REQUIREMENTS SUMMARY:

1. Solicitation W519TC-26-R-0003 is for the production of propellants and the operation and modernization of the Radford Army Ammunition Plant (RFAAP) beginning in Fiscal Year (FY) 2027. This solicitation will result in an award of a single Indefinite Delivery, Indefinite Quantity (IDIQ) contract effective as of the date of award, which will also identify the date of full operation control to the awardee also. The principal purpose of the resulting contract will be the production and supply of propellants and associated materials.

2. The resultant contract will consist of a base period with five (5), one-year ordering periods; an evaluated option for five (5), one-year ordering periods exercised at time of award; and two additional unevaluated 10-year options. Therefore, the maximum period of performance is 30 years should both 10-year unevaluated options be exercised based on successful performance of the contract during the initial 10-year period. The resulting contract will also include a one-year transition occurring after the contract's final ordering period to allow for completion of deliveries and ongoing projects. After every Contract Year, IAW RFO FAR 17.204-1, the Government will review Contractor performance regarding Environmental Stewardship and Waste Stream Management, Production and Facility Utilization Execution, Strategic Investment and Commercialization, and Facility Reset Execution to factor into the option exercise decision to occur at Contract Year 5 (and subsequently at Contract Year 15). Additionally at Contract Year 5, if the Government determines Contractor performance is above an optimal level and risk to the Government has been significantly reduced, the Government will consider bilaterally modifying the contract to incorporate lease-like terms into the 10-year option(s). This may potentially include

features such as removal of Government PWS requirements, reduction in deliverables to the Government, greater contractor flexibility in project execution, and reduction in Government oversight on costs.

3. During the life of the resultant contract (inclusive of all evaluated and unevaluated options), the Government is entitled to order a maximum dollar amount of $20,144,020,112.00, inclusive of all Contract Line Item Numbers (CLINs). The Minimum Guaranteed Amount (MGA) for the IDIQ contract awarded as a result of this solicitation is $5,000.00. In accordance with (IAW) FAR 16.504 (a)(2), Indefinite-quantity contracts, the successful Offeror will receive the MGA and shall provide a process map at the time of contract award. The MGA will be included in the first delivery order.

4. General information regarding this solicitation can be found on the System for Award Management (SAM) website at www.sam.gov by searching solicitation number W519TC-26-R-0003. The Government has established a Virtual Library (VL) on the SAM.gov site for Offerors to use in support of proposal development. Instructions for obtaining access to the VL are available on SAM.gov. Technical Data Package (TDP) information related to this Solicitation can be found within the VL. The data furnished by the Government to Offerors under this solicitation may only be used in support of proposal development. No other use of this data is authorized.

5. This acquisition is restricted to only those firms within the U.S. or its outlying areas, as authorized by 10 U.S.C. 3204(a)(3) and FAR 6.103-3, Industrial mobilization; engineering, developmental, or research capability; or expert services. The applicable Justification and Approval, Control Number 26-004, was approved on XX March 2026.

6. Contractors must have an active registration in SAM to do business with the Federal Government. Contractors are required to be registered in SAM at the time of proposal submission. The website for registering in SAM is www.sam.gov .

7. Specifications and drawings in the Technical Data Packages (TDPs) are Distribution D and Export Controlled.

8. The Government has conducted a Baseline Facility Assessment (BFA) and Baseline Environmental Condition Assessment (BECA) at RFAAP for the purpose of presenting the current operating state of equipment and environmental conditions at the facility. This assessment is intended to be used for informational purposes only to assist in determining the suitability and conditions of the processes, facilities, and environmental conditions at the facility. In using any of the information and evaluations in the BFA or BECA, Offerors should independently verify and determine whether to include specific actions in their proposals and plans and must assume all liability for the success or failure of these actions. The Government expressly makes no representations as to the probability of the success of the assets and opportunities examined in these reports, nor the accuracy or completeness of information in total. The final assessment of the adequacy of the equipment, infrastructure, and environmental conditions must be made by report users. The results will be available to Offerors via RFAAP's VL.

9. Utilizing a best value subjective tradeoff evaluation, and subject to availability of funds, this solicitation will result in the award of a hybrid supply and service IDIQ contract to one Offeror

consisting of Firm-Fixed-Price (FFP) CLINs for production items, CLINs for modernization efforts that may be either Fixed Price or Cost-Reimbursable, and FFP or Incentive Fee CLINs for Direct Funded Performance Work Statements (PWS's).

10. With the exception of Volume 5, Indemnification Request Package, Offerors' proposals shall be submitted no later than the date specified in Block 9 of the SF33, and shall be valid for a minimum of 365 days after submission. Offerors shall input 365, as a minimum, into Block 12 of the SF33.

11. Receipt of an Offeror's proposal in response to this solicitation is an affirmation that the contractor has had access to and received adequate information to prepare a proposal. The successful proposal may be incorporated into the resultant contract in whole or in part at the time of the award. If incorporated, the Offeror's proposal will therefore be a material term of the contract and failure to fully implement it could result in termination. No revisions or changes to the contractor's proposal may be made after award without prior approval of the Contracting Officer.

12. Offerors are advised to carefully read Sections L and Section M before submitting their proposals. Data requested for evaluation has been clearly identified in the Section L narrative. All Offerors are responsible for ensuring that their proposals contain all the information to be included per this solicitation and will permit a complete and accurate evaluation of the proposal. Offerors should ensure all fill-ins and blanks are complete within the solicitation. Offerors should ensure that any proposal submitted in response to this solicitation and any issued amendments include all information required by the solicitation. The Government will not make assumptions concerning an Offeror's intent, capabilities, facilities or experience. The Offeror is responsible for understanding all requirements of the solicitation. Evaluation of offers shall be in accordance with the evaluation guidelines and specific evaluation procedures in Section M of this solicitation. All Offerors shall submit their proposals and any proposal revisions, if required, in strict accordance with the instructions set forth in the solicitation and any issued amendments. The Government must be able to access information along with any submitted changes within proposals readily and easily and will not be responsible for not being able to view necessary information that was not submitted IAW the instructions set forth in the solicitation.

13. The Government will compare the Offeror's proposal with Section L to perform a compliance review. Failure to provide proposals in accordance with the instructions/format specified in this solicitation shall render the Offeror's proposal non-compliant. If this occurs, the proposal may be eliminated from further evaluation and may not be further considered for award.

14. The Government reserves the right to open discussions/negotiations. In the event the Government determines discussions/negotiations are necessary, the Contracting Officer shall establish a competitive range comprised of the most highly rated proposals. Only those Offerors within the competitive range will be included in discussions/negotiations and considered for an award.

15. A Small Business Subcontracting Plan is required at the time of proposal submission; see FAR 52.219-9, Small Business Subcontracting Plan, for details. IAW FAR 19.702(b)(1), subcontracting plans are not required from Small Business concerns.

16. Offerors are responsible for checking with the Contracting Officer and/or Contract Specialist to ensure that the proposal submitted has been received by the Contracting Officer and/or Contract Specialist. This must be done by the date/time set in the solicitation for receipt of offers.

17. The Government will not reimburse Offerors for incurred costs associated with preparation of proposals.

18. All contractual provisions clauses, and Performance Work Statements (PWS) specified are obligatory for the prime contractor. The prime contractor is responsible for flowing down and enforcing contractual provisions, clauses and PWSs (to include payment and financing terms and conditions) upon all tenants, subcontractors, suppliers, and vendors. The Government makes special note of flowdown requirements for FAR clause 52.211-15 Defense Priority and Allocation Requirements. The prime contractor is determined by Cage Code.

19. Offerors shall not propose any assumptions that take exception to the solicitation. Should an Offeror propose assumptions that do take exception to the solicitation, the Contracting Officer reserves the right to deem the proposal unacceptable and ineligible for award.

20. A SECRET Facility Security Clearance is required of the operating contractor/Joint Venture of RFAAP due to the criteria identified in Attachment 0023, DD254 - Contract Security Classification Specification. A SECRET Facility Security Clearance is required prior to the operating contractor /Joint Venture taking over full operational control of the facility. The Government reserves the right to conduct an assessment of Offerors' eligibility to obtain a SECRET Facility Security Clearance prior to operational control. Reference Narrative C-08, Facility Security Clearance Requirement, for additional details.

21. Offerors are advised that the current operating contractor will encumber and maintain the RFAAP facility through 31 December 2026. Both the incumbent and the successful Offeror will be contractually required to negotiate contract transition and start-up activities in good faith to affect a complete, safe, and secure assumption of responsibilities without impacting facility operations, production deliveries, and ongoing modernization projects as required by Attachment 0008, PWS 8 - Transition In and Attachment 0017, PWS 17 - Transition Out. The successful Offeror will take over operational control of the facility at 0000 Eastern Time on XX Month 2028, unless otherwise negotiated with the incumbent and contractually executed by the Contracting Officer.

22. Pursuant to FAR 9.103, a contract will only be awarded to a contractor that the Contracting Officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility as set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any or all Offerors, and if applicable, joint venture partners, and major subcontractors.

23. IAW FAR 9.5, Organizational and Consultant Conflicts of Interest, it has been determined that the companies, and any affiliates or subsidiaries, listed below have an Organizational Conflict of Interest (OCI) and are prohibited from offering a proposal as a prime contractor or participating as a sub-contractor or a member of any team competing for this contract. The Contracting Officer reserves the right to reject any offer it considers to represent an OCI.

(1) The Shenton Group Inc.
(2) Azimuth Consulting Services (Azimuth)
(3) B-Skies Inc.
(4) Franklin Engineering Group Inc.
(5) NEPSCO, LLC
(6) Delta Defense

Note: The term "DBOC" is a commonly used term that covers the entities of The Shenton Group, Azimuth Consulting Services and Franklin Engineering Group.

24. Offerors are advised that the Government will be using contractor support from Azimuth and Northeastern Energetic Process Services Company (NEPSCO), LLC during the source selection process. As Azimuth, NEPSCO and Delta Defense will have access to Offerors' proposals, in addition to the aforementioned restrictions, Offerors are required to execute a Non-Disclosure Agreement (NDA) with Azimuth and NEPSCO. Azimuth and NEPSCO are prohibited from participating as a subcontractor on any efforts/projects executed under the resultant contract. Offerors shall submit the executed NDAs with its proposal. The NDAs found at Attachments 0029 and 0030 serve as templates and may be altered if mutually agreed upon by both parties.

25. The items to be procured under this effort are determined to be hazardous; therefore, the Contracting Officer may request a Pre-Award Safety and Security Survey.

26. The contract will consist of FFP CLINs for production items. Quantities and delivery schedules will be listed in the respective delivery order(s) to be issued after IDIQ award. All proposed prices should be entered in Attachment 0019 - Price Matrix. Prices not entered on the Price Matrix will not be considered. First Article Test (FAT) costs are required to be included for each Ordering Period IAW Narrative E-06, First Article Test (Government Testing) and shall be priced IAW Attachment 0019. Offerors should NOT assume FATs will be waived and must provide FAT costs as required to be considered for award. However, the Government reserves the right to require or waive FAT throughout the life of the contract. If requesting indemnification, the Offeror must complete a Price Matrix or both pricing with indemnification and pricing without indemnification.

Throughout the life of the resulting contract, Profit/Fee should not be proposed on equipment in accordance with RFO FAR 15.404-9(c)(3), which states in part, "Before applying profit or fee factors, the contracting officer must exclude from the pre-negotiation cost objective amounts, the purchase cost of contractor-acquired property that is categorized as equipment, as defined in FAR 45, and where such equipment is to be charged directly to the contract." Additionally, Army Capital investment projects for Government Owned Contractor Operated facilities directly funded by the Army are not subject to Profit in accordance with Army Regulation 700-90. Therefore, throughout the life of the resulting contract, capital investment projects directly funded by the Army will include profit or fee on labor only, not procured hardware, because their purpose is to enable the contractor to provide the product or service being procured.

27. The following PWS's may be directly funded, for the first ten (10) years of this contract, subject to availability of funds.

PWS 1 - Environmental
PWS 2 - Facility Planning
PWS 3 - Fire Protection & Emergency Services
PWS 4 - Government Property
PWS 6 - Security & Anti-Terrorism
PWS 7 - Maintenance
PWS 8 - Transition In
PWS 9 - Safety, Occupational Health and Industrial Hygiene
PWS 10 - Energy & Utilities
PWS 11 - Facility Operations & Production Reporting
PWS 13 - Technology & Cybersecurity
PWS 15 - ALTESS
PWS 17 - Transition Out
PWS 18 - Ground Water Monitoring & Industrial Restoration

*PWS 5 (Occupational Health), PWS 14 (ACO Staff Support) and 16 (Ammunition Materiel Management) have been deleted. PWS 5 (Occupational Health) has been combined with PWS 9 above.

28. The following PWS will be funded utilizing tenant rent revenue:

PWS 12 - Armament Retooling and Manufacturing Support (ARMS)

The successful Offeror is required to abide by the terms of the RFAAP ARMS Tenant Use Agreements in existence and effective beyond 31 December 2026. The ARMS Tenant Use Agreements are provided at Attachment 0027.

29. Reference Narrative H-02, Restriction of Critical Items and Components, for a list of critical items and components whose manufacture are restricted to sources within the U.S. or its outlying areas.

30. Government Property: The Government intends to provide the property listed at Attachment 0024 - Government Furnished Property, to the successful Offeror under this contract in an "as is, where is" condition. The Government will retain ownership of property (including intellectual property) and rights to this property, as well as all property acquired and/or utilized by the contractor. See PWS 4 Government Property, Narrative H-01 Ownership of Property and Rights to Intellectual Property, and FAR 52.245-1, Government Property, for details.

31. The contract is F.O.B. Origin. The Government is only responsible for the costs associated with the shipment of the deliverable end item; the contractor is responsible for all other shipping, to include components, ingredients, and equipment.

32. The Offeror shall not assume that the Government is required to invest in modernization activities beyond the amount intended to be awarded as a result of this solicitation, based on the Offeror's proposal(s) for Volume 1.

33. The Government reserves its right to award modernization projects to the prime operator, the U.S. Army Corps of Engineers, or a third party.

34. The Contracting Officer will re-negotiate, as required, the terms and conditions of this contract if future Base Realignment and Closure (BRAC) legislation or other Government decisions alter current plant status/missions. The Government shall retain the right to modify the mission of the facility; this may include, or result in, the potential closure of the facility.

35. The Contractor is advised that contract changes, to include engineering changes, will be authorized only by the Contracting Officer IAW the terms of the resultant contract. No other Government personnel, whether in the act of technical supervision or administration, is authorized to make any commitment or instruct the contractor to perform or terminate any work, or to incur any obligation.

36. All potentially applicable Construction provisions and clauses have been incorporated into this solicitation. If a requirement arises that is considered Construction, as defined by FAR 2.101, the appropriate Construction clauses will apply to the task order.

37. The ACC-RI Contracting Officer is the only individual authorized to issue orders under the resultant contract.

38. The Contracting Officer reserves the right to conduct a Post Award Conference after contract award.

39. Clauses and provisions from the FAR, DFARS, AFARS, and supplements thereto are incorporated into this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

40. Offerors may submit questions regarding this RFP via email to the Contract Specialists, Ms. Amanda Carlson (amanda.l.carlson25.civ@army.mil) and Mr. Derek Rooks (derek.s.rooks.civ@army.mil) and the Contracting Officer, Ms. Anna Whitcomb (anna.e.whitcomb2.civ@army.mil). Questions must be received by Month XX, XXXX 1200 Central Time to ensure answers will be provided.

41. This solicitation should not be discussed with any Government employee except the Contracting Officer, Ms. Anna Whitcomb, or her representatives, Ms. Amanda Carlson and Mr. Derek Rooks. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive acquisition. Any formal communications such as request for clarifications, discussions, and/or information concerning this solicitation should be submitted in writing to Contract Specialists, Ms. Amanda Carlson (amanda.l.carlson25.civ@army.mil) and Mr. Derek Rooks (derek.s.rooks.civ@army.mil) and the Contracting Officer, Ms. Anna Whitcomb (anna.e.whitcomb2.civ@army.mil). Please indicate the solicitation number in the subject line of all correspondence.

42. When the Final RFP is posted, the closing date and time for receipt of proposals will be annotated on page one (1) of this solicitation. The Government is currently requesting proposal submission within 90 calendar days of issuance of Final RFP.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

CLINs 1001-1038 First Article Test

All proposed prices for First Article Tests shall be entered into Attachment 0019. Delivery Schedules will be identified on individual Delivery Orders.
If requesting Indemnification, proposed unit prices shall also be entered into and submitted via Attachment 0019 - Price Matrix - Indemnification.

CLINs 2001-2038 Production Quantity
All proposed unit prices for Production shall be entered into Attachment 0019. Delivery Schedules will be identified on individual Delivery Orders.
If requesting Indemnification, proposed unit prices shall also be entered into and submitted via Attachment 0019 - Price Matrix - Indemnification.

CLIN 3001-3018 Direct Funded PWSs
Proposed Prices for Direct Funded PWSs shall be entered into Attachment 0019.

CLIN 4000 Propellant Reassessment
Proposed Prices for Propellant Reassessment shall be entered into Attachment 0019. See B-02 for details.

CLIN 5000 NC Fines Disposal
Modernization efforts will be directly funded. All proposed prices for Modernization shall be entered into Attachment 0019.
Delivery Schedules will be identified on individual Delivery/Task Orders.

CLIN 6000 CDRLS
CDRLs shall be not separately priced. Information required by the CDRLs shall be delivered as specified in Exhibit A.

B-01 PRICE MATRIX

(a) The RFAAP price matrix is applicable to Government direct buys procured under the contract resulting from this solicitation, as well as third party orders that are received in support of systems contracts that utilize RFAAP components. Prices in support of third party orders shall not exceed the prices established in the RFAAP price matrix as a result of this competition, or if future unevaluated options are exercised and negotiated. This requirement is also applicable to any future products not currently on the matrix that are subsequently negotiated and added.

(b) All proposed prices shall be entered into the price matrix at Attachment 0019. If the Offeror is requesting indemnification, the appropriate Attachment 0019 - Price Matrix - Indemnification shall be submitted as well.

(c) Unit prices under this acquisition shall not contain more than two (2) decimal places.

(d) Evaluation quantities and weights are included in the price matrix. The evaluation quantities and weights are estimates based on planning quantities at this time and are not obligatory under this contract; they are not binding and shall not be relied upon for execution purposes. Not meeting, or exceeding, the evaluation quantities should be expected and will not constitute revision of the price matrices or grounds for a request for equitable adjustment. If the Government's requirements do not result in orders meeting or exceeding the evaluation quantities, it shall not constitute the basis for a request for equitable adjustment or claim. All orders placed against this contract are subject to availability of funds.

(e) In the event unevaluated option periods are executed in the future, the RFAAP contractor agrees to utilize a mutually agreeable pricing curve, in lieu of range pricing, to establish prices for production items. Information regarding implementation of pricing curves in DoD acquisitions can be found at the following website:

https://www.acq.osd.mil/asda/dpc/pcf/pricing-tools.html

(f) Pursuant to FAR 52.215-23, Limitation on Pass-Through Charges, the Government will not pay excessive pass-through charges on the procurement cost of utilities under the RFAAP contract. The Contracting Officer will determine if additional excessive pass-through charges exist based on an analysis of the value the Contractor adds to its subcontracts.

(g) Economic Price Adjustment: All matrix unit prices are subject to an economic price adjustment in accordance with Narrative I-02, Economic Price Adjustment - Natural Gas and Narrative I-04, Economic Price Adjustment - Escalation.

(h) Non-Competitive Contract Actions: No profit or fee will be allowed on the actual purchase of utilities under non-competitive contract actions awarded under the contract resulting from this solicitation.[AW1.1][SO1.2]

(i) FFP Delivery Orders (DO) and DO modifications will be utilized to place requirements for nitrocellulose, propellants, energetic materials and components based on the quantities and the ordering period within which the DO is placed.

(j) Production Base Support (PBS) efforts (inclusive of Modernization projects) will be negotiated and awarded via separately priced Fixed Price or Cost Reimbursable plus Fee (Incentive or Fixed) DOs or DO modifications. The successful awardee will not be permitted to charge costs associated with execution of the PWS scopes to Production Base Support efforts as direct costs or indirect allocations.

(k) New Facilities Under On-going Modernization Initiatives: The Government intends to share the most current non-proprietary information available regarding scope, schedule, status, and various other items for the modernization projects being executed by the incumbent operator that will be completed subsequent to award of the contract resulting from this solicitation. The transition of these new facilities to the successful Offeror will not constitute change conditions to this contract. Additionally, the Government will provide its best estimate of project completion dates, but actual completion dates may vary from these estimates. Delays in project completion will not constitute change conditions to this contract. Any variance in the actual date facilities are transitioned to production to those provided in support of this solicitation will not be grounds for a change condition, request for equitable adjustment, or claim.

(l) The Government may require modernization analysis, interface, engineering support, and the procurement of components and raw materials. Such efforts will be negotiated and awarded via separately priced Fixed Price or Cost Reimbursable plus Fee (Incentive or Fixed) DOs or DO modifications.

(m) The contractor shall promptly propose fair and reasonable prices for components and/or propellants and nitrocellulose for third party contracts in support of any Government contract.

(n) All products presented for acceptance to the Government under the resultant contract shall be fully compliant with the TDPs provided with the solicitation. Any cost impact due to Government approved configuration change(s) during contract execution will be limited exclusively to the costs directly attributable to the change(s), require substantiation, and be negotiated IAW the Changes Clause (52.243-1, Changes-Fixed Price).

B-02 PROPELLANT REASSESSMENT

The Contractor will be notified of the requirement for propellant reassessment testing by the Procuring Contracting Officer (PCO). Upon receipt of the propellant samples to be tested, the Contractor shall execute lab laboratory test procedures on five individual samples per propellant lot. Prior to closed bomb tests, each unblended sample must undergo stabilizer and moisture content testing, with available stabilizer analyzed in accordance with U.S. Army Propellant Surveillance Laboratory (APSL) or RFAAP procedures AR&D 4, 5, and/or 6, and the specific method annotated on the Propellant Description Sheet (PDS). If the stabilizer level is determined to be Category "D" (< 0.20%) per DA PAM 742-1, the samples are considered non-compliant and a retest on the remaining sample shall be conducted. Moisture and total volatiles (M & TV) testing must be performed in duplicate using the APSL Test Method for Capillary Gas Chromatography or

RFAAP procedures AR&D 7 or 8. Subsequent closed bomb and heat of explosion (HOE) tests shall require a composite sample, prepared by blending 1-pound portions from each of the five samples to form a 5-pound composite, with an exception for M9 or M10 flake propellant which requires 0.5-pound portions to form a 2.5-pound composite. Relative Quickness (RQ) and Relative Force (RF) shall be determined in triplicate using a 700 cm bomb with a jacket temperature of 90(d) F in accordance with MIL-STD-286C. Upon completion of all reassessment tests, the Contractor shall record all laboratory test results on a Propellant Description Sheet and submit to the PCO. Once testing is complete, the Contractor shall dispose of all remaining propellant samples.

*** END OF NARRATIVE ***

Section C - Description/Specifications/Statement of Work

C-01 TECHNICAL DATA PACKAGES

The following drawings and specifications are applicable to this solicitation. Exceptions can be found at Attachment 0020 TDP Section C Exceptions.

CLIN NOMENCLATURE	NSN	TDP #
0001 COAI-PROP PAP7993 F/CHRG,PROP,155MM,M231	1376-01-489-1519	12991140:19200
0002 COAI-PRPLT M31A2,CHG,PROP,155MM, M232A1	1376-01-526-6467	13010119:19200
0003 COAI-PRPLLANT M30A1 CHG,PROP,155MM, M232	1376-01-489-1755	12993885:19200
0004 PROPELLANT, M1 SP	1376-00-009-0041	MIL-DTL-60318-T2:19200
0005 PROPELLANT, M1 MP	1376-00-009-0042	MIL-DTL-60318-T1:19200
0006 PROPELLANT M6, CHG,PROP,155MM,M1192A	1376-01-053-9370	MIL-P-63404:19200
0007 PROPELLANT, M10	1376-01-055-8598	MIL-P-48099:19200
0008 COAI - PROPELLANT M64 SINGLE-PERFORATED	1376-01-546-3736	13015504:19200
0009 COAI - PROPELLANT M64 MULTI-PERFORATED	1376-01-546-3733	13015503:19200
0010 PROPELLANT GRAIN F/MK126 RKT MTR-APOBS	1376-01-590-0313	87012A1115
0011 PROPELLANT, DOUBLE-BASE SHEET, TYPE N-5	1376-01-055-5971	MIL-P-17689:19200
0012 PROPELLANT, M9 FLAKE	9999-99-999-9999	MIL-DTL-32322:19200
0013 PROPELLANT, M5 FOR USE IN SPECIAL APPLI	1376-01-053-9368	MIL-P-48089:19200
0014 PROPELLANT, JA2 7-PERF GRANULAR, CYLINDR	9999-99-999-9999	13053606:19200
0015 PROPELLANT, SCDB	1376-01-D01-3479	13051227:19200
0016 PROPELLANT, STICK, DEGN	1376-01-D01-6160	13051228:19200
0017 PROPELLANT, RPD-596 M1002	1376-01-725-8540	13033596-1:19200
0018 PROPELLANT, RPD-596 M865	1376-01-725-9406	13074472:19200
0019 PROPELLANT, M14 M865 & M724A2	1376-01-373-5883	12956320-1:19200
0020 BENITE STRANDS	1376-00-764-8063	MIL-B-45451:19200
0021 FILM, INHIBITING	1340-01-055-2782	9240825:19203
0022 AA-2 NAVY	1376-01-055-0994	AS2543:30003
0023 MK90 ROCKET GRAIN NAVY	1376-01-160-3075	233AS106:30003
0024 AA-6, PROPELLANT DOUBLE-BASE	1376-01-122-5290	AS3028
0025 PROPELLANT AFP-001 FOR THE GAU-8 SERIE	9999-99-999-9999	200610330
0026 PROPELLANT MK44, AFP-001	9999-99-999-9999	28081855
0027 PROPELLANT, M2	1376-01-085-7243	MIL-P-60989:19200
0028 COAI F/PROPELLANT M9,FLAKE(FOR USE IN 40	1376-01-587-6080	13021760:19200
0029 NITROCELLULOSE, GRD A TYPE I	1376-01-130-6392	MIL-DTL-244-A-T1:19200
0030 NITROCELLULOSE, GRD A TYPE II	9999-99-999-9999	MIL-DTL-244-A-T2:19200
0031 NITROCELLULOSE, GRD B TYPE I	1376-01-185-5467	MIL-DTL-244-B-T1:19200
0032 NITROCELLULOSE, GRD B TYPE II	9999-99-999-9999	MIL-DTL-244-B-T2:19200
0033 NITROCELLULOSE, GRD B TYPE III	9999-99-999-9999	MIL-DTL-244-B-T3:19200
0034 NITROCELLULOSE, GRD C TYPE I	1376-01-185-5468	MIL-DTL-244-C-T1:19200
0035 NITROCELLULOSE, GRD C TYPE II	1376-01-185-5470	MIL-DTL-244-C-T2:19200
0036 NITROCELLULOSE, GRD D	9999-99-999-9999	MIL-DTL-244-D:19200
0037 NITROCELLULOSE, GRD E	9999-99-999-9999	MIL-DTL-244-E:19200
0038 NITROCELLULOSE, GRD F	9999-99-999-9999	MIL-DTL-244-F:19200

TDPs for the items identified above can be found on SAM.gov in the Virtual Technical Library. It is the Offeror's responsibility to ensure it has obtained the most recent specifications that the Government has made available in the Virtual Technical Library to support proposal development.

The Government will incorporate approved engineering change proposals (ECPs) into the resulting contract as they are submitted, reviewed, and approved.

(a) TDPs will be obtained electronically via the Contracting Opportunities posting for this requirement on the SAM.Gov website. You must have an account prior to accessing any TDP(s). To register for an account in SAM.Gov, please visit https://secure.login.gov/?request_id=d84abb0e-1664-4378-afa0-f29595aefb72 and select create account. The toll free helpdesk phone number is (866)606-8220 and for International (334) 206-7828. Vendors are responsible for placing correct information in SAM.Gov.

(b) You may need to use special software to view the documents that are posted on SAM.Gov. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require ImageR or Lucent viewers to view the TDP(s) and are available as freeware at:

ImageR Viewer: http://g6msd.redstone.army.mil

Lucent Viewer: http://www.ec-edi.com/

(c) The TDP(s), TDPL(s) and their corresponding outstanding Engineering Exceptions for this solicitation will be accessible via the solicitation posting in Contracting Opportunities (as described below) from the date of issue through the time specified on the solicitation for receipt of offers.

(d) FOR UNRESTRICTED TDP(s):

(1) TDPs for this solicitation are unrestricted and can be accessed electronically via the solicitation posting. The TDP and all necessary TDP documents will be posted under the Attachments / Links tab. You must have a SAM.Gov account prior to accessing the TDP.

(2) To access the TDP(s), click directly on the document you want to view under the Attachments / Links tab. You will be prompted for your username and password prior to gaining access to the TDP.

CLIN: N/A

TDPL Date: N/A

(e) FOR RESTRICTED TDP(s):

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

(1) Access to RESTRICTED TDP(s):

TDP(s) that have been marked as Restricted can be accessed electronically via the solicitation posting, with valid Contractor login credentials. TDP(s) that have been marked as Restricted will require U.S. Government approval prior to gaining access to the requested information. To request access log in to SAM.Gov, go to the applicable solicitation under Contracting Opportunities within SAM.Gov, select the Attachments / Links tab, and then click on the Request Explicit Access button. Completion of a Use and Non-Disclosure Agreement form 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 donotrely@sam.gov saying A Notice Manager from ACC-RI has updated your access to Controlled Documents. Click here to sign in and view the request details or go to the notice to access the Controlled Documents. If your request is denied you will be able to see further details of why you were and how to proceed.

(2) Access to EXPORT CONTROL TDP(s)

(i) TDP(s) that have been marked as Export Control can be accessed electronically via the solicitation posting, with valid Contractor login credentials. In addition, to obtain access to these TDP(s), vendors and Contractors must have a current DD 2345, Military Critical Technical Data Agreement on file with the Defense Logistics Information Service (DLIS). If you do not have an approved DD 2345, Military Critical Technical Data Agreement on file with DLIS, then you will not be able to access the TDP. To obtain certification, go to

https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/DD2345Instructions/ click on Documents and follow the instructions provided. Processing time is estimated at five (5) working days after receipt.

(ii) TDP(s) that have been marked Export Control will require U.S. Government approval prior to gaining access to the requested information. To request access log in to SAM.Gov, go to the applicable solicitation under Contracting Opportunities within SAM.Gov, select the Attachments / Links tab, and then 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 the Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement form may be required prior to gaining access the TDP. You will receive a system generated email from donotrely@sam.gov saying A Notice Manager from ACC-RI has updated your access to Controlled Documents. Click here to sign in and view the request details or go to the notice to access the Controlled Documents. If your request is denied you will be able to see further details of why you were and how to proceed.

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

(iv) TDP(s) 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: Various

TDPL Date: Various

(3) Further dissemination of Restricted TDP(s) 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 of removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

(f) Questions related to registration in SAM.Gov should be directed to https://fsd.gov/fsd-gov/home.do . The helpdesk phone number is (866)606-8820. Vendors are responsible for placing correct information in SAM.Gov. A user guide for SAM.Gov can be found here: https://dodprocurementtoolbox.com/site-pages/contract-opportunities

C-02 MODERNIZATION AND DIRECT SERVICES

This contract encompasses Direct Funded Performance Work Statements (PWSs) and any separately funded modernization project requirements referred to as Production Base Support (PBS). The PBS Industrial Facilities (IF) program to modernize/rehabilitate Government-owned production facilities that are used for making Department of Defense munitions. In certain instances, construction of facilities occurs which utilize the Corps of Engineers (COE) as the design agency and construction project manager. The Operator may have to work directly with other agencies as a result of any orders issued under this agreement. Projects may also include demolition and relocation of facilities. The execution of any project is subject to availability of funding. The PBS requirements may be very broad in scope and could include, as examples: fixing a roof, removing a building, or upgrading a piece of machinery.

Resultant Task Orders can be Fixed Price, Fixed Price Incentive, Cost Reimbursable, Cost Plus Fixed Fee, or Cost Plus Incentive Fee. The proposed pricing in the successful Offeror's Price Matrix (Attachment 0019) will be used for the prices in which the Government has agreed to pay the Operator for the performance of those Direct Funded PWSs and for the NC Facility.

The Operator shall provide all management, supervision, personnel, labor, generalized or specialized equipment necessary to perform the functions detailed in each Task Order. This is to

be done in strict accordance with all the terms, conditions, general and special provisions specified by Task Order. Schedules for work not already proposed will be negotiated along with Price.

The Operator's work and responsibility shall include all contractor planning, programming, administration, and management necessary to provide all repairs, construction, design build and any related services as specified in each individual Task Order. The work shall be conducted by the Operator in strict accordance with all applicable laws, regulations, and/or any changes, revisions thereto. The Operator shall ensure that work meets or exceeds the specifications in the Task Order. The Operator shall perform its own administrative services necessary to accomplish the work; i.e., supply, procurement, quality control, job order shop operation, financial controls, maintenance of accurate, complete records, files, and libraries of documents such as Federal, State, and local regulations, technical manuals, manufacturer's instructions and recommendations, and any other similar documents. The work shall meet or exceed the most current industry leading benchmarks and conform to federal, state and local codes for the applicable scope of work. The work shall conform to military and civil works regulations to the maximum extent practicable where equivalent industry standards cannot be applied. In addition to the above, the Operator shall comply with any local codes or RFAAP Plant specific codes.

Facilities and scope will be identified in each Task Order. Work will vary from project to project and will require extensive knowledge of the functional operation relating to the efficient use of the facility, equipment, and facility support systems, and building structures. Since the facilities may be in full operation, the Operator shall be required to minimize interference with the daily operation of the facilities when performing requirements.

The Operator must assume the responsibility for performance of any facilities managed, designed, erected, and constructed under any Task Orders awarded to it under this contract.

C-03 RESPONSIVENESS TO GOVERNMENT

The Operator will be required to coordinate work with the Contracting Officer and his/her designees, as required. This includes Request for Proposal/Request for Quote response timelines, which are binding as identified within the respective letters/requests to the Operator, unless otherwise agreed to in advance by the Government Contracting Officer.

The Operator shall maintain cooperative and businesslike relations with other facilities support contractors and Government workers with whom he/she comes in contact.

The Operator shall respond, in a reasonable period of time agreed to by both parties, to all Government requests for information necessary to accomplish the inherently governmental function of managing this contract.

NOTE: Although the Government will enlist the assistance of Subject Matter Experts (SMEs) including COE Staff, Administrative Contracting Officer (ACO) Staff as well as other Government SMEs, the Contracting Officer is the ONLY person who is able to bind the US Government in any

way. Any change orders, schedule and/or design modifications, or other changes that may alter the requirements of the individual Task Orders, even minimally, shall be authorized by the cognizant Contracting Officer on a case-by-case basis.

C-04 PROGRAM MANAGEMENT REVIEWS (PMR)

The Contractor shall support/host periodic onsite Program Management Reviews (PMRs) at the request of Capability Program Executive Ammunition & Energetics, RFAAP Government Staff, or Army Sustainment Command (ASC) (minimum of three times per year) in accordance with paragraph 2.1.5.1 of PWS 2 - Facility Planning.

C-05 MATERIAL SAFETY DATA SHEETS

FAR 52.223-3, Hazardous Material Identification and Material Safety Data, indicates failure to submit the Material Safety Data Sheet (MSDS) prior to award may result in the apparently successful Offeror being considered non-responsive and ineligible for award. However, MSDSs are not required to be submitted with the Offerors' proposals but will be required from the successful Offeror subsequent to award.

C-06 FACILITY SECURITY CLEARANCE REQUIREMENT

Requirements of this contract will require the contractor to have access to classified material up to and including the SECRET level. As such, a Facility Security Clearance at the SECRET level is required. Classified material must be handled in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, Department of the Army Information Security Program, AR 380-5, and any local security classification guidance and source documents. Remaining security requirements, to include handling of sensitive information, are stated on Attachment 0023, DD 254 - Contract Security Classification Specification.

C-07 SAFEGUARDING PERMANENT AND ENDURING RECORDS

(a) The contractor shall implement a process to, and shall capture, catalog, retain, and preserve records (which includes, but is not limited to data, technical data and documents) that are necessary for the operation and maintenance of RFAAP facilities, equipment, and systems (to include present/past Research and Development activities); and contribute to the safety of RFAAP personnel and protection of RFAAP property. Permanent records from this contract and from prior contracts shall be organized, maintained and archived in designated locations for use by both the Government and contractor representatives during this contract; and retained for use during successor contracts. The contractor shall maintain and provide an index (in electronic format) upon Government request in accordance with CDRL XXXXX describing the structure of records by type, title, designated storage media and locations. Records shall be organized such that they are recoverable; either through cataloging, indexing, and/or arrangement by building, area, equipment number, or other functional grouping. The requirement to comply with this narrative will be effective upon contract award. Preservation of historical records will include any documentation provided by the Government and/or transitioned by the incumbent to the successful awardee, as necessary.

(b) Permanent records shall include, but not be limited to, the following:

(1) Manuals, specification sheets, spare parts lists, maintenance procedures, engineering drawings and two and three dimensional computer-aided design models, supplied by vendors or original equipment manufacturers with new equipment, facility or utility systems and components.

(2) Procedures and drawings developed by the contractor and prior contractors or provided to the contractor or prior contractors for operation and maintenance of RFAAP property (real and personal) and processes to include production; drawings for construction, fabrication, and modification of property, including design analyses and records of significant deviations of as-built configurations from designs. This includes, but is not limited to: standard operating procedures (SOPs), manufacturing instructions, process instructions, engineering standards, process change equipment change records, calibration settings, detailed maintenance procedures, maintenance job aids, corrective and preventative maintenance logs, preventative maintenance tasks and schedules, plant protection standards, control systems documents and source code, test procedures, analytical test procedures, analytical compatibility test results, analytical test data, electrical transient analyzer program (ETAPS) models, geospatial information systems (GIS) data, inventory control system data and any equivalents.

(3) Safety data, analyses and test results supporting safety site plans and establishment of safe operating conditions (e.g., hazard analyses, results of barricade/hopper tests, sensitivity testing of energetics, testing of physical/software safeguards/interlocks,

design or structural analyses). This includes, but is not limited to: relief calculations, Safety Action Logs, Process Hazards Analyses (PHAs) (current and prior), Safety Data Sheets (SDS) Electrical Area Classifications and any equivalents.

(4) Manufacturing process and inspection equipment performance testing related to equipment capabilities, quality inspection and AAIE.

(5) Results of compliance monitoring/testing/inspections required by federal, state, and local laws or regulations; permits; or stipulated in PWSs and/or clauses in this contract. This includes, but is not limited to: Environmental Action Logs and any equivalents.

(6) Analytical data, certificates of conformance, batch records and any equivalents.

(c) Designated representatives authorized by the Contracting Officer shall have access to permanent records during the course of this contract. Upon request by the ACO or Contracting Officer, the contractor shall provide copies of permanent records for use by the Government.

(d) Procedures shall be established by the contractor to instruct personnel involved in receiving, developing, using or storing records on proper records accession and handling. Records stored electronically in software systems or file sharing sites shall not be degraded or lost due to software, server, or storage system migration/replacement.

(e) Consistent with other rights in technical data provisions of this contract (e.g., Narrative H-01, Ownership of Property and Rights to Intellectual Property), the Government shall have no less than Government Purpose Rights to all permanent records defined in this clause.

(f) The contractor shall provide access to data pursuant to this narrative to the Contracting Officer and representatives designated by the Contracting Officer during the course of this contract. The contractor must deliver all applicable technical data to the Government on an annual basis by no later than 31 December of each year and certify that it is free of all proprietary information. After the initial full transfer to the Government, subsequent transfers on the one-year cycle shall only be updated or new documents. Data shall be delivered in its current form as of the date of submission. The form/media to be used for data delivery (e.g., electronic, flat file) will be specified by the Contracting Officer at that time and must facilitate its transfer to, and use by, the Government. The contractors support and performance of this data deliverable will be provided at no additional cost to the Government and requests for data pursuant to the terms of this clause will not be subject to the changes clause.

(g) Data under this narrative shall be provided at the end of the contract and is authorized for release to prospective bidders.

C-08 CONFIGURATION CHANGE MANAGEMENT DOCUMENTATION

(a) The contractor may submit Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) for the requirements in the Government provided Technical Data Package (TDP). The contractor shall prepare and submit ECPs, NORs, and RFVs as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL). If a Value Engineering Change Proposal (VECP) clause is included on this contract, VECPs shall be submitted in the same manner as ECPs.

(1) ECPs - The contractor may request a permanent change to the requirements specified in the TDP or any other baseline documentation by submitting an ECP. ECPs shall be submitted to include all Notices of Revision (NORs) necessary to completely define the requested change. Each ECP shall be accompanied with at least one NOR per affected document. The contractor shall not present any production items for acceptance incorporating any change to the TDP or other baseline documentation until notified by the Government the ECP has been approved and incorporated in the contract.

(i) Page 1 of DD Form 1692 (or equivalent) shall be submitted for all ECPs. Pages 2-7 of DD Form 1692 shall be submitted when required to properly explain all the potential logistics and technical impacts of the proposed change. DD Form 1695 NOR or DD Form 1695-1 Tabulated NOR (or equivalents) shall be submitted to completely describe the desired change on each affected document.

(ii) All ECPs submitted by the contractor will be routine priority unless otherwise justified. If the contractor considers the ECP to be emergency or urgent, they shall include justification within 48 hours of submittal of the ECP.

(2) RFVs - The contractor may request to temporarily depart from a requirement specified in the TDP or any other baseline documentation, by submitting an RFV. RFVs may be submitted either pre-production (formerly known as Request for Deviation (RFD)) or post-production and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

(b) Submission of requested changes - The submission of an ECP or RFV by the Contractor will not impact the required delivery dates specified within the contract, shall not constitute excusable delay in the performance of this contract by the Contractor or in any way relieve the contractor from compliance with the contract delivery schedule. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the contract.

(c) Specifications - Permanent proposed changes to specifications which are part of the TDP or baseline documentation shall be requested with an ECP and NOR (i.e. Specification Change Notices (SCNs) are not required).

C-09 RFAAP RESEARCH AND DEVELOPMENT CAPABILITY REQUIREMENTS

The RFAAP contractor shall be capable of providing on-site Research & Development (R&D) capabilities at RFAAP to support new product development initiatives, scale-up of newly developed processes, and improvements to current production processes. This capability shall address required disciplines to perform R&D related activities related to nitrocellulose and propellants.

Development and Scale Up: The contractor shall be capable of providing the personnel, knowledge, and processes to successfully execute the development of new propellant formulations, ingredients, manufacturing methodologies and processes. This includes the scale-up of production processes for propellants and other critical ingredients, as well as propellant development (e.g., grain geometry, perforations), rheology and die design. The Contractor will engage with various DoD and third-party R&D customers, as necessary, and be capable of responding to solicitations for externally funded R&D activities.

Support to Production Operations: The Contractor shall be capable of supporting production of legacy energetic/propellant formulations and ingredients using legacy processes. This may include improvements to legacy process, modifications to current formulations, technology insertion opportunities, and investigative functions when necessary.

Analytical, Performance, and Hazards Testing: The Contractor shall be capable of performing analytical testing in support of RFAAP manufacturing operations, investigative functions, and direct funded customer requests. These requirements may include energetic performance, thermal stability, sensitivity, identification/qualification, and physical measurement testing.

C-10 KEY PERSONNEL

The Contractor shall provide an organizational chart that clearly delineates lines of authority and responsibility for all key personnel involved. CDRL XXXX Prior to replacing any key personnel as outlined in the Contractor's proposal for Volume 1, the contractor shall notify the Contracting Officer of the change and provide information regarding the proposed replacement, including a resume. Key personnel positions may not remain vacant for more than 90 days. The USG may provide feedback on the replacement's qualifications, but the contractor retains full responsibility for the selection and performance of key personnel.

C-11 WASTE STREAM MANAGEMENT

1. Legacy Waste Management and Elimination: The Contractor shall execute a comprehensive Legacy Waste Management and Elimination program to safely process, treat, dispose of, and completely eliminate the total baseline inventory (as detailed in Attachment XXXX, which is subject to change from point of solicitation issuance to contract award) of all accumulated legacy waste existing at RFAAP on the contract start date. This includes, but is not limited to, accumulated Nitrocellulose (NC) Fines, legacy propellants, off-specification energetics, historical chemical inventories, contaminated sludges, and legacy ash.

1.1. Safe Processing and Handling: The Contractor shall utilize safe, proven, and regulatory-compliant equipment, facilities, and stabilization techniques to characterize, segregate, and dispose of all legacy waste. For highly reactive energetic wastes, specifically legacy NC Fines, the Contractor shall maintain strict wet-handling operations during transport and processing to eliminate friction, electrostatic, and auto-ignition safety hazards.

1.2. Binding 4-Year Elimination Schedule: The Contractor shall systematically reduce and completely eliminate the total legacy waste baseline inventory (inclusive of all NC Fines and other historical wastes) by the end of Contract Year 4 in accordance with its accepted and contractually binding proposal for this effort.

1.3. Legacy Waste Process Reporting (CDRL XXX): The Contractor shall submit a quarterly Legacy Waste Inventory and Elimination Progress Report to the PCO. This report shall detail the starting quarterly inventory of all legacy waste streams, volume processed/disposed, final disposition pathways utilized, any cost/schedule variances, and the remaining balance of the legacy backlog.

1.4. Environmental, Safety & Handling and Regulatory Permit Compliance: The Contractor shall ensure full compliance with all federal, state, and local environmental, safety, and health regulations for the duration of the cleanup effort. The Contractor is solely responsible for drafting, submitting, and obtaining all necessary environmental permits, shipping manifests, and permit modifications (including RCRA Part B permit modifications) required to execute the legacy waste processing and disposal. The Contractor shall notify the Contracting Officer (KO) within five (5) business days of any regulatory inspections, notices of violation, or permitting delays that may impact the 4-year elimination schedule. (CDRL XXX)

1.5. All costs associated with this Legacy Waste Management and Elimination Requirement shall be tracked and invoiced strictly under the designated Firm-Fixed-Price (FFP) CLIN and shall not be co-mingled with baseline operational expenditures.

C-12 PRODUCTION AND FACILITY UTILIZATION EXECUTION (Funding Type: USG Baseline Operations)

1. General Execution and Cohesiveness: The Contractor shall fully execute the Integrated Production and Facility Utilization Plan incorporated into this contract at award. The Contractor shall continuously optimize the facility footprint, enhance operational capabilities, and ensure that all execution strategies integrate without operational conflict. (CDRL XXX)

2. Management and Execution Approach

2.1. Organization and Controls: The Contractor shall maintain the dedicated personnel structure and utilization controls established in the approved plan.

2.2. Government Communication: The Contractor shall execute its approved communication plan, ensuring transparent information flow regarding production schedules and facility utilization rates.

2.3. PWS Subsidization Reduction: The Contractor shall execute its commercialization and utilization strategies to systematically reduce the Government's burden of subsidizing baseline PWS operating costs. The Contractor shall meet the specific cost-reduction milestones incorporated from its accepted proposal, culminating in the targeted reduction of Government-paid PWS baseline operating costs via efficiencies by the end of Contract Year 10.

3. Integrated Production and Capacity Optimization

3.1. Baseline Production Execution: The Contractor shall maintain the facility in a state of readiness capable of continuously executing Production for legacy and new product manufacturing.

3.2. Capacity Enhancements: The Contractor shall execute the planned capacity increases and facility modifications strictly in accordance with the incorporated 10-year timeline.

3.3. Performance Metrics: The Contractor shall track, measure, and report on the Key Performance Indicators (KPIs) established in the accepted proposal to measure technical, schedule, and capacity-growth objectives.

4. Risk Management and Production-Modernization Interface

4.1. Production-Modernization Interface: The Contractor shall successfully execute concurrent facility modifications without degrading baseline production. The Contractor shall implement "swing space" and inventory buffering strategies to ensure modernization projects cause zero unplanned downtime or capacity reductions on active legacy production lines.

4.2. Supply Chain & Workforce Resiliency: The Contractor shall actively maintain its supply chain mitigations to prevent Single Points of Failure (SPOF) and execute labor retention strategies to prevent workforce shortages.

4.3. Production Fluctuation: The Contractor shall maintain the operational flexibility to absorb sudden drops in Government demand without rendering the facility financially unviable, while retaining the capability to surge production when directed by the PCO.

C-13 CONTRACTOR-FUNDED STRATEGIC INVESTMENT & COMMERCIALIZATION (Funding Type: 100% Contractor-Funded/Private Capital)

1. Financial Self-Investment Commitment: The Contractor shall fully execute the Contractor-Funded Strategic Investment and ARMS Commercialization Plan incorporated at award under PWS 12. These investments shall be executed independently of USG funding to bring new complementary capabilities and generate third-party revenue to offset Government overhead costs. Only new, forward-looking capital expenditures executed post-award shall satisfy this commitment. The Contractor is strictly prohibited from claiming historical research and development (R&D) or prior sunk costs. These investments shall provide for new production capabilities independent of Government appropriated efforts. (CDRL XXX)

2. Execution Schedule & ARMS Utilization: The Contractor shall execute its self-funded investments in accordance with the incorporated milestone-driven Realization Schedule. The Contractor shall actively pursue its target commercial industries and utilize Tenant Use Agreements (TUAs) under the ARMS Initiative to maximize excess capacity, generate third-party revenue, and aggressively offset Government ownership costs. (CDRL XXX) For evaluation purposes, the Contractor's proposal shall account for the initial 10 years of contract performance. However, a TUA can be active for up to 25 years.

3. Operational Integration: The Contractor shall be bound by the Intellectual Property (IP) assertions and data rights licensing terms established in its proposal.

C-14 FACILITY RESET EXECUTION (Funding Type: 100% USG-Funded, Firm-Fixed Price)

1. General Requirement: The Contractor shall execute the binding $560,000,000 performance-based Facility Reset Plan established in its accepted proposal. The entirety of the $560,000,000 execution plan must be successfully completed within three (3) years of the Contractor assuming operational control. All costs associated with this Facility Reset Requirement shall be tracked and invoiced strictly under designated FFP CLINs, IAW the proposed Performance Based Payment (PBP) schedule, and shall not be co-mingled with baseline operational expenditures. CLINs will be established based on individual projects and will be performance-based. (CDRL XXX) The $560,000,000 represents a firm, non-negotiable ceiling. The Contractor assumes full and exclusive financial liability for any costs incurred in excess of this cap to deliver the approved plan, and waives any right to submit a Request for Equitable Adjustment (REA) or 'Over and Above' work request for unforeseen facility or site conditions.

2. Execution Schedule and Performance Status: The Contractor shall incorporate detailed Facility Reset schedule and performance updates as part of the regularly scheduled Modernization IPTs and RFAAP PMRs. (CDRL XXX)

3. Project Completion: At project completion, the Contractor shall submit a Project Closeout report for PCO approval. (CDRL XXX)

*** END OF NARRATIVE ***

Requirements

Radford Army Ammunition Plant IDIQ

Section D - Packaging and Marking

D-01 PACKAGING REQUIREMENTS PART 1

The following items shall comply with the packaging requirements outlined below:

NOMEN: PAP 7993 for MACS M231 Charge
PN: 12991140
NSN: 1376-01-489-1519

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) or CONUS shipments only.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) or CONUS shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years)or CONUS shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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.

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-02 PACKAGING REQUIREMENTS PART 2

The following items shall comply with the packaging requirements outlined below:

NOMEN: M1 SP
PN: MIL-DTL-60318
NSN: 1376-00-009-0041

NOMEN: M6 for M119A2
PN: MIL-P-63404
NSN: 1376-01-053-9370

NOMEN: M10
PN: MIL-P-48099
NSN: 1376-01-055-8598

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-03 PACKAGING REQUIREMENTS PART 3

The following items shall comply with the packaging requirements outlined below:

NOMEN: Propellant Slvt DB RDT N-5
PN: MIL-P-17689
NSN: 1376-01-055-5971

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with 9204827, revision A, dated 03 February 1965.

(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 8796522, revision BU, 26 April 2017. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing 9204827, revision A, dated 03 February 1965. and 8796522, revision BU, 26 April 2017 (marking diagram).

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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.

(i) MARKING

(1) 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.

(j) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment.

D-04 PACKAGING REQUIREMENTS PART 4

The following items shall comply with the packaging requirements outlined below:

NOMEN: PROPELLANT, M9 FLAKE SPECIAL
PN: MIL-DTL-32322
NSN: 9999-99-999-9999

NOMEN: M9, PROPELLANT
PN: 13021760
NSN: 1376-01-587-6080

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 13021897 revision A, dated 11 FEB 2009 for short term storage (less than five years) and CONUS shipments only.

(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 13021897 revision A, dated 11 FEB 2009 for short term storage (less than five years) and CONUS shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d) The following shall apply to 13021897 revision A, dated 11 FEB 2009 for short term storage (less than five years) and CONUS shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-05 PACKAGING REQUIREMENTS PART 5

The following items shall comply with the packaging requirements outlined below:

NOMEN: M5 PROPELLANT, TYPE II, GRADE C, MIL-STD-652
PN: MIL-P-48089
NSN: 1376-01-053-9368

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 12525172 revision -, dated 17 OCT 1997 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 12525172 revision -, dated 17 OCT 1997 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 1255172 revision -, dated 17 OCT 1997 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-06 ACKAGING REQUIREMENTS PART 6

The following items shall comply with the packaging requirements outlined below:

NOMEN: SCDB GRAIN
PN: 13051227
NSN: 1376-01-D01-3479

NOMEN: RDP-596 M1002
PN: 13033596
NSN: 1376-01-725-8540

NOMEN: RDP-596 M865
PN: 13074472
NSN: 1376-01-725-9406

NOMEN: M14
PN: 12956320-1 with MIL-P-70956
NSN: 1376-01-373-5883

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-07 PACKAGING REQUIREMENTS PART 7

The following items shall comply with the packaging requirements outlined below:

NOMEN: Benite
PN: MIL-B-45451
NSN: 1376-00-764-8063

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with 8830853, revision F, dated 26 December 1985.

(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 8796522, revision BU, 26 April 2017. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing 8830853, revision F, dated 26 December 1985 and 8796522, revision BU, 26 April 2017 (marking):

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report

shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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.

(i) MARKING

(1) 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.

(j) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment.

D-08 PACKAGING REQUIREMENTS PART 8

The following items shall comply with the packaging requirements outlined below:

NOMEN: EC TAPE
PN: 9240825
NSN: 1340-01-055-2782

COMMERCIAL PACKAGING REQUIREMENTS

(a) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

(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.

(2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, desiccants, water-proof and/or water-vapor-proof barriers.

(3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, critical material) 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 and prevent damage during handling and shipment.

(b)Packing

(1) Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as shipping containers. All shipping containers shall be the most cost effective and shall be of the minimum cube to contain and protect the items. 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.

(2) Bulk Packaging - Items packaged directly in shipping containers shall be separated with pads, liners, partitions or dividers as required to protect the parts, strengthen the container and to distribute the load.

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

(4) 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.

(c) Unitization

(1) 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 be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(d) Marking

(1) All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with the latest revision of MIL-STD-129, including 2D bar coding on outer shipping container and the unitized load. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings.

(e)Hazardous Materials

(1) A hazardous material is defined as a substance which has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Title 49 CFR and other applicable modal regulations effective at the time of shipment.) Ammunition and explosives (Hazard Class 1) are special cases and must be properly hazard classified and registered with the competent authority of the United States (Department of Transportation).

(2) Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following document: Code of Federal Regulations (CFR) Title 49.

(f)Heat Treatment and Marking of Wood Packaging Materials

(1) 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: ://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.

(g)Quality Assurance

(1) 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.

D-09 PACKAGING REQUIREMENTS PART 9

The following items shall comply with the packaging requirements outlined below:

NOMEN: NC, GRADE A, TYPE II
PN: MIL-DTL-244C w/amendment 1
NSN: 9999-99-999-9999

NOMEN: NC, GRADE B, TYPE I
PN: MIL-DTL-244C w/ amendment 1
NSN: 1376-01-185-5467

NOMEN: NC, GRADE B, TYPE II
PN: MIL-DTL-244C w/amendment 1
NSN: 9999-99-999-9999

NOMEN: NC, GRADE B, TYPE III
PN: MIL-DTL-244C w/amendment 1
NSN: 9999-99-999-9999

NOMEN: NC, GRADE C, TYPE I
PN: MIL-DTL-244C w/amendment 1
NSN: 1376-01-185-5468

NOMEN: NC, GRADE C, TYPE II
PN: MIL-DTL-244C w/amendment 1
NSN: 1376-01-185-5470

NOMEN: NC, GRADE D
PN: MIL-DTL-24C w/amendment 1
NSN: 9999-99-999-9999

NOMEN: NC, GRADE E
PN: MIL-DTL-244C w/amendment 1
NSN: 9999-99-999-9999

NOMEN: NC, GRADE F
PN: MIL-DTL244C w/amendment 1
NSN: 9999-99-999-9999

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with MIL-DTL-244 with amendment 1, revision C, dated 20 May 2014 for long-term storage (five years or longer).

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

(c) Marking shall be in accordance with MIL-STD-129 revision R, dated 25 February 2023 for long-term storage (five years or longer). 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d) The following shall apply to drawings MIL-DTL-244 with amendment 1, revision C, dated 20 May 2014 for long-term storage (five years or longer):

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-10 Packaging Requirements Part 10

The following items shall comply with the packaging requirements outlined below:

NOMEN: Propellant M31A2 for use in Charge, Propelling,155mm,M232A1
PN: 13010119
NSN: 1376-01-526-6467

NOMEN: Propellant M30A1 for use in Charge, Propelling, 155mm, M232
PN: 12993885
NSN: 1376-01-489-1755

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight

at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-11 Packaging Requirements Part 11

The following items shall comply with the packaging requirements outlined below:

NOMEN: M1 MP
PN: MIL-DTL-60318
NSN: 1376-00-009-0042

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test

laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 and CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831,

revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-12 Packaging Requirements Part 12

The following items shall comply with the packaging requirements outlined below:

NOMEN: M64 SP
PN: 13015504
NSN: 1376-01-546-3736

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be palletized in accordance with DAC 19-48-4172/1, REV 1, Dated 01 APR 1989. Marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required.

D-13 Packaging Requirements Part 13

The following items shall comply with the packaging requirements outlined below:

NOMEN: M64 MP
PN: 13015503
NSN: 1376-01-546-3733

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS Shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be palletized in accordance with DAC 19-48-4172/1, REV 1, Dated 01 APR 1989. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required.

D-14 Packaging Requirements Part 14

The following items shall comply with the packaging requirements outlined below:

NOMEN: JA2
PN: 13053606
NSN: 9999-99-999-9999

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-14 Packaging Requirements Part 14

The following items shall comply with the packaging requirements outlined below:

NOMEN: DEGN STICK
PN: 13051228
NSN: 1376-01-D01-6160

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE

1995 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-15 Packaging Requirements Part 15

The following items shall comply with the packaging requirements outlined below:

NOMEN: AA-2
PN: AS-2543
NSN: 1376-01-055-0994

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with AS 2543, revision K, dated 28 MAR 2017.

(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 AS 2543, revision K, dated 28 MAR 2017. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing AS 2543, revision K, dated 28 MAR 2017:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1)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.

(i) MARKING

(1) 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.

(j) Palletization shall be in accordance with 8601478, revision C, dated 04 MAY 2016. Marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. 2-D barcodes are required.

D-16 Packaging Requirements Part 16

The following items shall comply with the packaging requirements outlined below:

NOMEN: MK 90 Rocket Grain
PN: 233AS106
NSN: 1376-01-160-3075

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with AS 2544, revision V, dated 19 MAY 2025.

(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 AS 2544, revision V, dated 19 MAY 2025. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing AS 2544, revision V, dated 19 MAY 2025:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1)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.

(i) MARKING

(1) 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.

(j) Palletization shall be in accordance with 8601478, revision C, dated 04 MAY 2016. Marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. 2-D barcodes are required.

D-17 Packaging Requirements Part 17

The following items shall comply with the packaging requirements outlined below:

NOMEN: AA-6
PN: AS 3028
NSN: 1376-01-122-5290

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with AS 3028E, revision E, dated 7 April 2010 for short-term storage (less than five year) and CONUS shipments only.

(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 AS 3028E, revision E, dated 7 April 2010 for short-term storage (less than five year) and CONUS shipments only. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d) The following shall apply to drawings AS 3028E, revision E, dated 7 April 2010 for short-term storage (less than five year) and CONUS shipments only:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with 19-48-4174, revision 2, dated 01 March 1989 or palletized in accordance with 19-48-4172, revision 1, dated 01 March 1986. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. If the drums are palletized, then 2-D barcodes are required.

D-18 Packaging Requirements Part 18

The following items shall comply with the packaging requirements outlined below:

NOMEN: AFP-001 GAU-8
PN: 200610330/143138
NSN: 9999-99-999-9999

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) for CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years)for CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) for CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS and OCONUS shipments only. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-19 Packaging Requirements Part 19

The following items shall comply with the packaging requirements outlined below:

NOMEN: AFP-001 MK44
PN: 28081855/143137
NSN: 9999-99-999-9999

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for

long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d) The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1995 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. If palletized, Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized.

D-20 Packaging Requirements Part 20

The following items shall comply with the packaging requirements outlined below:

NOMEN: M2 Propellent
PN: MIL-P-60989
NSN: 1376-01-085-7243

PACKAGING REQUIREMENTS

(a)Packaging shall be in accordance with 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) and CONUS or OCONUS shipments.

(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 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) and CONUS or OCONUS shipments. 2-D barcodes are required in accordance with 12999545, rev K, dated 06 May 2021.

(d)The following shall apply to drawings 9381477 revision C, dated 20 MAR 2006 for short term storage (less than five years) and CONUS shipments only or 9381476 revision D, dated 15 JUNE 1994 for long term storage (five years or longer) and CONUS or OCONUS shipments:

(e)PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1) 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

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-21 Packaging Requirements Part 21

The following items shall comply with the packaging requirements outlined below:

NOMEN: NC, Grade A, Type I
PN: MIL-DTL-244C
NSN: 1376-01-130-6392

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with MIL-DTL-244, revision C w/amendment 1, dated 20 MAY 2014 for long term storage (five years or longer).

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

(c) Marking shall be in accordance with MIL-DTL-244, revision C w/amendment 1, dated 20 MAY 2014 for long term storage (five years or longer). 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing MIL-DTL-244, revision C w/amendment 1, dated 20 MAY 2014 for long term storage (five years or longer).:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with

POP requirements in accordance with Title 49 Code of Federal Regulation. The test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1)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.

(i) MARKING

(1) 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.

(j) All drums shall be floor loaded in accordance with DAC Drawing 19-48-4174, REV 2, Dated 01 MAR 1989 for CONUS shipments only or palletized in accordance with DAC 19-48-4172, REV 1, Dated 01 MAR 1986 for CONUS or OCONUS shipments. If palletized, marking shall be in accordance with ACV00561, revision H, dated 29 June 2022. Wood Packaging Material (WPM) shall be in accordance with ACV00831, revision A, dated 06 Oct 2022. Palletized load 2-D barcodes are required, only if the drums are palletized. Fiberboard drums and steel drums cannot be combined in a unitized load or in a trailer load.

D-22 Packaging Requirements Part 22

The following items shall comply with the packaging requirements outlined below:

NOMEN: Propellant Grain F/MK126 Rkt Mtr (APOBS)
PN: 87012A1115
NSN: 1376-01-590-0313

PACKAGING REQUIREMENTS

(a) Packaging shall be in accordance with PROVISIONAL PACK NO. 26-093, revision 1, dated 27 MAY 2026.

(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 PROVISIONAL PACK NO. 26-093, revision 1, dated 27 MAY 2026. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to PROVISIONAL PACK NO. 26-093, revision 1, dated 27 MAY 2026:

(e) PERFORMANCE ORIENTED PACKAGING (POP)

(1) Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory following the test. The report must be kept on file by the contractor and submitted as required by the Contract Data Requirement List. (DI-PACK-81059) For multiyear contracts, the contractor shall re-perform POP testing at a certified test laboratory if: the initial POP test report expires before the end of the contract, or there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging was purchased during the period that the POP test was valid.

(f) EXCEPTION TO POP MARKINGS

(1) 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.

(g) POP VERIFICATION

(1) 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.

(h) HEAT TREAT WOOD QUALITY MARKING

(1)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.

(i) MARKING

(1) 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.

(j) Palletization shall be in accordance with 8601478, revision C, dated 04 MAY 2016. Marking shall be in accordance with MIL-STD-129, revision R Change 3, dated 25 FEB 2023. 2-D barcodes are required.

*** END OF NARRATIVE ***

Section E - Inspection and Acceptance

E-01 MIL-STD-1916[AW1.1][SO1.2][S(1.3][S(1.4]

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action for all materials except for the MK 90 Grain which shall use ANSI Z1.4. 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 with the exception of the MK 90 Grain. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

E-02 STATISTICAL PROCESS CONTROL

Part I - General Statistical Process Control Requirements

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

(b) The SPC Program Plan developed by the Contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the Contracting Officer for review per DD Form 1423 requirements. Notification by the Contracting Officer of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for RFAAP has been approved, the approval remains in effect for any subsequent contracts with the Contractor to operate RFAAP.

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

(d) A milestone schedule will be submitted for those facilities that do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time-phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and completion dates for those SPC subjects addressed in the Statistical Process Control requirement located in Part II of this section. The milestone schedule shall only include those actions that cannot be accomplished prior to first article test (FAT) or the initiation of production, if a FAT is not required. The Milestone schedule shall be submitted to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted to the Contracting Officer. The Government reserves the right to disapprove any changes to previously accepted milestones.

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

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

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

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

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

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

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

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

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

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

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

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

(l) Not used.

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

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

Part II - Detailed requirements pertaining to plan submittal

In accordance with DD Form 1423 and Part I of this section, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

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

1.1 Policy/Scope:

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

1.2 Applicable Document:

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

1.3 SPC Management Structure:

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

1.4 SPC Training:

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

1.5 Manufacturing Controls:

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

1.6 Determination of SPC Use:

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

1.7 Process Stability and Capability:

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

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

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

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

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

1.8 Control Chart Policy:

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

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

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

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

1.9 Vendor/Subcontractor Purchase Controls:

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

1.10 SPC Audit System:

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

1.11 SPC Records:

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

2.0 Detailed Plan:

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

2.1 Control of Process/Operation Parameters or Characteristics:

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

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

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

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

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

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

E-03 REWORK AND REPAIR OF NONCONFORMING MATERIAL[JS2.1][JS2.2]

(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.

(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. The submission shall include a description of the cause of the nonconformances and a description of the action taken or to be taken to prevent recurrence. Rework procedures are subject to the QAR's disapproval.

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

E-04 DESTRUCTIVE TESTING

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

(b) Where destructive testing of materials is required by contract or specification, the amount of material required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the contract production delivery schedules.

E-05 MEASUREMENT SYSTEM EVALUATION

(a) Definitions. This paragraph defines specific terms utilized throughout the rest of this section and in the accompanying Contract Data Requirements List (CDRL) and Data Item Description (DID). This aids in clarifying the MSE requirements to Government and contractor personnel.

(1) Acceptance Inspection Equipment (AIE). All equipment (includes AAIE defined below), special and standard, including dimensional gages, measuring equipment, test fixtures, electronic and physical test equipment, and other test equipment used for examination and test of a product to determine conformance to the Technical Data Package (TDP) which may include drawings and specifications (e.g., Detail, Performance, Weapon specifications, and QAPs).

(2) Automated Acceptance Inspection Equipment (AAIE). AIE in which the inspection and acceptance determination of the product is performed, in whole or in part, in an automatic manner.

(3) Contractor Inspection Equipment. Government-approved equipment utilized by the contractor to perform examination and tests to assure conformance to contract requirements.

(4) Commercial Inspection Equipment. Industry-developed inspection equipment of universal application, without limitations to a specific part or item, which is advertised or cataloged as available to the trade or to the public on an unrestricted basis at an established price. Examples follow:

(i) Standard Test Equipment. Multiusage equipment that is specific to a function rather than to an item. It includes such items as hardness testers, tensile strength testers, meters, weighing devices, standard gear testers, ohmmeters, voltmeters, and oscilloscopes.

(ii) Standard Measuring Equipment (SME). Multipurpose equipment and standards used for performing measurements. It includes such items as micrometers, rulers, tapes, height gages, and protractors, etc. Standards include visual inspection equipment such as scratch and dig standards, surface finish comparator, color standards (FED-STD-595), etc.

(5) Nondestructive Testing. The development and application of technical methods to examine materials or components in ways that do not impair future usefulness and serviceability in order to

detect, locate, measure and evaluate flaws; to assess integrity, properties and composition; and to measure geometrical characteristics. NDT includes Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(6) Measurement System Analysis (MSA). Per ASTM E2782 (Standard Guide for MSA), paragraph 3.1.7, MSA is any of a number of specialized methods useful for studying a measurement system and its properties.

(b) Scope. This section establishes requirements for design, supply, performance, and maintenance of AIE used for product inspection and acceptance. In addition, this section establishes requirements for the preparation, submission, and approval of AIE documentation.

(c) AIE. The contractor shall provide all AIE necessary to ensure conformance of components and end-items to contract requirements. AIE shall include inspection, measuring, and test equipment whether Government furnished or contractor furnished (including commercially acquired) along with the necessary specifications and procedures for their use (see ISO 10012, paragraph 6.2.1). The AIE shall not create or conceal defects on the product being inspected. All AIE documentation shall contain sufficient information to permit evaluation of the AIE's ability to test, verify, and/or measure the applicable characteristics or parameters (see applicable DID referenced in DD Form 1423).

(d) AIE Designs & Government Furnished Gages. AIE designs are of two types - Government designs (see (d)(1)) and contractor designs (see (d)(2)). When applicable, Government designs or Government furnished gages are designated in the TDP/contract; responsibility for all other AIE is assigned to the contractor. The designs, associated inspection procedures, and theory of operation shall have the level of detail to demonstrate capability of the proposed AIE to perform the required inspection.

(1) Government AIE Designs. Government AIE designs may consist of detailed drawings necessary for the fabrication and use of the AIE. Unless otherwise specified, the contractor may submit alternate or modified contractor designs of Government AIE designs.

(2) Contractor AIE Designs. Contractor AIE design drawings shall meet the requirements of ASME Y14.100, ASME Y14.5 and ASME Y14.43 and may include commercial inspection equipment. ["Commercial inspection equipment" is defined as shown in paragraph (a)(4) above. It shall be fully described by catalog listings or other means which provide sufficient information to permit identification and evaluation by the Government and may include illustrations and engineering data.] Designs shall be submitted for any special fixture(s) to be used. Unless otherwise specified, Gage Tolerancing Policy shall be in accordance with ASME Y14.43, "Absolute Tolerancing (Pessimistic Tolerancing)."

(3) Visual Inspection. Visual inspection standards used for the acceptance/rejection of product shall be submitted for approval.

(e) AIE Package Submittals. The contractor shall prepare the AIE package submittal in accordance with the DID referenced in the applicable Contract Data Requirements List (CDRL - DD Form 1423). In addition, the contractor shall adhere to the following requirements:

(1) Designs for Approval. Contractor designs and/or the submission for the use of Government designs shall be approved by the Government. Partial submission of AIE designs is permissible in order to expedite the approval process; however, the response date for design review will be based on the date of the final complete submission of designs.

(2) Correspondence in English. The contractor shall ensure all AIE correspondence and documentation are submitted in English.

(3) Units of Measurement. The units of measurement within the AIE package submittal shall be consistent with the requirements of the Technical Data Package (TDP).

(4) AIE Flow Down. The contractor shall flow down AIE requirements to sub-contractors at any tier who are performing acceptance inspections.

(f) Characteristics for Inspection. AIE documentation for Critical, Special, and Major characteristic inspections shall be submitted to the Government for approval in accordance with (IAW) the CDRL (see DD Form 1423). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL (see DD Form 1423) and as required below:

(1) [X] Listed Minor (characteristics displayed on specifications and/or drawings

(2) [ ] Government selected list (as attached or as provided herein):

Click here to enter text.

(3) [ ] Not submitted

(g) Automated Acceptance Inspection Equipment. The AAIE shall accept only conforming material. All characteristics requiring AAIE per the TDP shall utilize inspection equipment with a minimum demonstrated reliability of 99.8% at a 90% confidence level to detect non-conforming material unless otherwise specified below.

(1) Reliability of _____% at a _____% Confidence Level for Critical/Special Characteristics

(2) Reliability of _____% at a _____% Confidence Level for Major Characteristics

(3) For inspection of major and minor characteristics where contractor utilizes AAIE when it is not required by the TDP, the AAIE package shall be submitted to the Government for approval. If the Minor characteristic is not listed in paragraph (f)(2) or not required for submittal in paragraph (f)(3), then the AAIE requirements (e.g., verification, calibration, prove-out, etc.) of the inspection shall still be performed.

(4) All AAIE packages submitted to the Government for approval shall be in accordance with MIL-A-70625 (Automated Acceptance Inspection Equipment Design, Testing and Approval of). Furthermore, the contractor shall be responsible for producing the acceptance and rejection verification standards/masters representative of the characteristics the AAIE is designed to inspect. The verification standards and frequency of use require Government approval prior to use. When verification standards are used for the VL-VII "sampling plan" per MIL-STD-1916 paragraph 4.4, verification standards and frequency of use shall require Government approval prior to use.

(5) If the AAIE accepts a critical characteristic "reject" standard the contractor shall notify the Government and act in accordance with paragraph (f) of Critical Characteristic Control. In addition, if the AAIE accepts a major and/or minor characteristic "reject" standard the contractor shall act in accordance with paragraph 8.3 of ISO 10012 or paragraph 5.2.3 of ANSI/NCSL Z540.3.

(6) All AAIE shall be required to pass a Government-approved Acceptance (Prove-Out) Test. The contractor shall conduct this test per the approved test plan and shall submit a test analysis report for approval. See applicable DD Form 1423. This test shall be performed at the contractor's facilities whose manufacturing system has had the AAIE fully integrated and calibrated as per paragraph (j) of this section. The contractor shall allow Government personnel access to this facility and unobstructed monitoring of this test.

(7) The contractor shall notify the Government prior to a modification and/or relocation of the Government-approved AAIE. The modified AAIE designs shall be submitted for approval. The modified and/or relocated AAIE shall require submission of the acceptance test plan (prove-out) and results for review and approval prior to use. The modified and/or relocated AAIE shall be in accordance with paragraphs (g)(1) - (g)(6).

(h) Measurement System Analysis (MSA). The contractor is responsible to ensure all AIE is, at a minimum, stable, repeatable, and reproducible for all characteristics. Refer to ASTM E2782 and/or AIAG MSA for guidance. The contractor shall provide objective evidence, including the MSA assessment plan, associated data, and analysis, which demonstrates the AIE is, at a minimum, stable, repeatable, and reproducible for the following characteristics (MSA CDRL): N/A

Approval of submitted MSA(s) must be granted before the corresponding AIE can be used or continue to be used for acceptance of product. If at any time following approval of the AIE and MSA the AIE is disapproved, then the MSA shall be disapproved. After the resubmitted AIE is approved, the MSA shall be conducted on the approved AIE and resubmitted for approval.

(i) Robust AIE System. The contractor shall ensure the AIE and its use is not negatively affected by any manufacturing/inspection environmental stimuli including, but not limited to production rate, noise, temperature, humidity, and vibration.

(j) AIE Calibration and Verification. The calibration system shall be in accordance with ISO 10012 or ANSI/NCSL Z540.3. All AIE shall be subjected to scheduled calibration intervals to ensure that the equipment will accept only conforming product and reject all non-conforming product for the

duration of the approved calibration period. AIE shall be subjected to periodic verification to ensure that the equipment will continue to accept and reject product with the same consistency as it did at the time of its previous calibration.

(k) Non-Destructive Testing (NDT). Contractor shall submit detailed plans for qualifying and certifying NDT personnel and plans for qualification and ongoing use of NDT methods used for inspecting product. If re-qualification of NDT personnel and/or NDT methods is required, then the applicable plans shall be submitted.

(1) Personnel performing NDT examinations shall be qualified and certified in accordance with the standard practices prescribed by NAS 410 (NAS Certification & Qualification of NDT Personnel), ANSI/ASNT-CP-189 (ASNT Standard for Qualification and Certification of NDT Personnel), or SNT-TC-1A (Recommended Practice for Personnel Qualification and Certification in NDT), and additional procedures that may be identified by the Government. Acceptance of product using NDT shall be performed by personnel at a level of qualification consistent with that defined in the applicable standard.

(2) The NDT method(s) shall be applied in accordance with ASTM E 543 (Standard Specification for Agencies Performing Nondestructive Testing) and the current nationally recognized standard practices appropriate to the NDT method(s) employed, such as ASTM E-1742 (Standard Practice for Radiographic Examination) and SAE-AMS-STD-2154 (Inspection, Ultrasonic, Wrought Metals, Process For). Each application technique shall identify the standard(s) utilized. Non-destructive testing includes, but is not limited to, the following types of testing: Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(l) Contractor Alternate Inspection Method(s), Modifications and/or Relocation of AIE (Non-Automated) After Government Approval. If the contractor proposes an alternate inspection method and/or modifies the AIE design(s) affecting hardware, software, or procedures after Government approval the intended change(s) shall be submitted to and approved by the Government prior to implementation. If an AIE is relocated and the relocation risks the integrity of the inspection system, notify the Government to determine information needed to assess impact to AIE. See DD Form 1423.

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL (See DD Form 1423). The Government will provide approval or disapproval within the timeframe specified in the CDRL. Disapproval of the AIE package will require re-submittal and subsequent Government review in accordance with the CDRL requirements. The AIE package and any required prove-outs must be approved prior to First Article (FA) (if required) or production start-up if FA is not required.

(n) Government's Right to Disapprove AIE. The Government reserves the right to revoke approval of any AIE that is not satisfying the required acceptance criteria at any time during the performance of this contract. See DD Form 1423.

E-06 FIRST ARTICLE TEST (GOVERNMENT TESTING)

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

PAP7993 - DTL14000033B w/ AMD 1
DEGN Stick - QAP 13051228
JA2 - QAP 13053606
M1 MP - MIL-DTL-60318D w/ AMD 2 Type I
M1 SP - MIL-DTL-60318D w/ AMD 2 Type II
M6 - MIL-P-63404
M9 60mm & 80mm - MIL-DTL-32322 w/ AMD 2 (N/A)
M14 - QAP 12956320
M30A1 - As specified in delivery order
M31A2 - DTL13008489 w/AMD 4
M64MP - MIL-DTL-32571 w/ AMD 1
M64SP - MIL-DTL-32571 w/ AMD 1
RPD-596(M865)- QAP 13033596, Dwg 13074472, DTL14000022G
RPD-596(M1002)- QAP 13033596, Dwg 13033596, DTL14000022G
SCDB - QAP 13051227, Dwg 13051227
Film, Inhibiting - MIL-F-63463 & Dwg 9240825;

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

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

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

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

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

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

E-07 FIRST ARTICLE TEST (CONTRACTOR TESTING)

(a) The first article shall consist of:

PAP7993 - DTL14000033B w/ AMD 1
Benite Strands - MIL-B-45451B w/ AMD 5
DEGN Stick - QAP 1305122
JA2 - QAP 13053606
M1MP - MIL-DTL-60318D w/ AMD 2
M1SP - MIL-DTL-60318D w/ AMD 2
M2 - MIL-P-60989A w/AMD 3
M5 - MIL-P-48089
M6 - MIL-P-63404
M9 40MM - MIL-P-50206 w/AMD 5
M9 60mm & 80mm - MIL-DTL-32322 w/AMD 2
M10 - MIL-P-48099A
M14 - QAP 12956320 and Drawing 12956320
M30A1 - DTL12991223
M31A2 - DTL13008489 w/AMD 4
M64MP - MIL-DTL-32571 w/ AMD 1
M64SP - MIL-DTL-32571 w/ AMD 1
N-5 - MIL-P-17689
RPD-596 (M865)- QAP 13033596 & Dwg 13074472[HK3.1]
RPD-596(M1002)- QAP 13033596, Dwg 13033596
SCDB - QAP 13051227, Dwg 13051227
Film, Inhibiting - MIL-F-63463 & Dwg 9240825
Propellant AFP-001 - SP200610304 & Dwg 200610330

Propellant AFP-001 MK44 - 28081855
Propellant Grain for MK126 Rkt Mtr - 87012A1115 & WS-32438
Nosih AA-6 - AS 3028E
Nitrocellulose Grade A, Type I - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade A, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade B, Type I - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade B, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade B, Type III - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade C, Type I - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade C, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade D - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade E - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade F - MIL-DTL-244 w/AMD

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 materials to be manufactured using the same processes and procedures and at the same facility as contract production. All materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components 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 provided that inspection and tests have been performed previously and certifications for the components and parts 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 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 shall be submitted to the Contracting Officer.Click here to enter text..

(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.

E-08 SUPPLEMENTAL WARRANTY INFORMATION

(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 section are relieved only to the extent of the terms and conditions specified in the approval.

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

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

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

E-10 AMMUNITION DATA CARDS

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) and Ammunition Lot Numbers are contained in MIL-STD-1168, the applicable DD Form 1423 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-STD-1168 and the WARP user's manual. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term "should" are considered to be replaced with the word "shall."

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

(b) The contractor 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 Contracting Officer, the contractor shall include, in the components sections on the ADC representing the deliverable item, at a minimum; all components listed below for the item being procured.

End Item Component Listing:

PAP7993
MIL-DTL-244 Type I, Grade C - Nitrocellulose
MIL-DTL-47059 - Acetyl Triethyl Citrate
MIL-DTL-255B - Ethyl Centralite
MIL-P-193A(1) - Potassium Sulfate
MIL-DTL-155 - Graphite
Benite Strands
MIL-DTL-244 Type I, Grade C - Nitrocellulose
MIL-P-156 Class 1 or 2 - Potassium Nitrate
JAN-S-487, Grade A - Sulfur
JAN-C-178, Class D - Charcoal
JAN-E-255, Class 2 - Ethyl Centralite
DEGN Stick
MIL-DTL-244 - Nitrocellulose
DOD-D-64015 - Diethylene Glycol Dinatrate
DOD-M-64040 - Methyl Diphenylurea (Akardit II)
MIL-G-155 - Graphite, Grade III, or IV
MIL-M-51103 - Magnesium Oxide
JA2
MIL-DTL-244 - Nitrocellulose
DOD-D-64015 - Diethylene Glycol Dinatrate
MIL-N-246 - Nitroglycerine Type I
DOD-M-64040 - Methyl Diphenylurea (Akardit II)
MIL-G-155 - Graphite, Grade II, III, or IV
MIL-M-51103 - Magnesium Oxide
MIL-G-155 - Graphite Glaze (Grade III or IV)
M1MP
MIL-DTL-244 - Nitrocellulose
MIL-D-218 - DIBUTYLPHTHALATE

A-A-59256 - DINITROTOLUENE
MIL-D-98 - DIPHENYLAMINE
MIL-G-155 - GRAPHITE
MIL-P-193 - POTASSIUM SULFATE
M1SP
MIL-DTL-244 - Nitrocellulose
MIL-D-218 - DIBUTYLPHTHALATE
A-A-59256 - DINITROTOLUENE
MIL-D-98 - DIPHENYLAMINE
MIL-P-193 - POTASSIUM SULFATE
M2
MIL-DTL-244 - Nitrocellulose, Grade C, Type I or II
MIL-N-246 - Nitroglycerin
MIL-P-156 - Potassium Nitrate Class 2 or 3
MIL-B-162 - Barium Nitrate Class 3
MIL-E-255 - Ethyl Centralite
MIL-G-155 - Graphite Grade III or IV
M5
MIL-DTL-244 - Nitrocellulose, Grade C, Type II
MIL-N-246 - Nitroglycerin
MIL-P-156 - Potassium Nitrate Class 2
MIL-B-162 - Barium Nitrate Class 3
MIL-E-255 - Ethyl Centralite
MIL-G-155 - Graphite Grade III or IV
M6
MIL-DTL-244 - Nitrocellulose, Grade C, Type I
MIL-P-193 - Potassium Sulfate
MIL-D-98 - DIPHENYLAMINE
A-A-59256 - DINITROTOLUENE
MIL-D-218 - DIBUTYLPHTHALATE
M9 (40MM)
MIL-DTL-244 - Nitrocellulose, Grade C, Type II
MIL-E-255 - Ethyl Centralite
MIL-P-156 - Potassium Nitrate
M9 (60MM & 80MM)
MIL-DTL-244, Grade C, Type II - Nitrocellulose
MIL-E-255, Class 2 or 3 - Ethyl Centralite
MIL-N-246, Type I - Nitroglycerin
MIL-P-156, Class 2 or 3 - Potassium Nitrate
M10
MIL-DTL-244, Grade C, Type I - Nitrocellulose
MIL-P-193 - POTASSIUM SULFATE
MIL-D-98 - DIPHENYLAMINE
MIL-G-155 - Graphite
M14
MIL-DTL-244, Grade C, Type I - Nitrocellulose

12982933 - Dinitrotoluene
ASTM D-608-90 - Dibutylphthalate
12982932 - Diphenylamine
12982931 - Graphite Grade III or IV
M31A2
MIL-DTL-244, Type I, Grade A - Nitrocellulose
MIL-N-246 - Nitroglycerin
MIL-N-494 - Nitroguanidine
MIL-DTL-255 - Ethyl Centralite
ASTM D608-90 - Dibutylphthalate
MIL-P-193, Type I - Potassium Sulfate
M64MP
MIL-DTL-244 - Nitrocellulose Type I, Grade C
MIL-A-47059 - Acetyl Triethyl Citrate
DOD-M-64040 - Akardite (Methyldiphenylurea)
MIL-P-193 - Potassium Sulfate, Type I
MIL-DTL-155 - Graphite, Glaze Grade III or IV
M64SP
MIL-DTL-244 - Nitrocellulose Type I, Grade C
MIL-A-47059 - Acetyl Triethyl Citrate
DOD-M-64040 - Akardite (Methyldiphenylurea)
MIL-P-193 - Potassium Sulfate, Type I
MIL-DTL-155 - Graphite, Glaze Grade III or IV
N-5
MIL-DTL-244 - Nitrocellulose
MIL-N-246 - Nitroglycerin
JAN-D-242 - Diethyl Phthalate
JAN-W-181 - Candelilla Wax
MIL-N-3300 - 2-Nitrodiphenylamine
C-MIL-C-17701 - Compound H-101
C-MIL-C-17702 - Compound S-202
RPD-596 (M865)
MIL-DTL-244 - Nitrocellulose Type I, Grade C
MIL-N-246 - Nitroglycerine Type I
MIL-A-47059 - Acetyl Tri-Ethyl Citrate
A-A-59317 - Carbon Black, Grade A or G
DOD-M-64040 - Akardite II (Methyldiphenylurea)
12982931 - Graphite Glaze, Grade III or IV
RPD-596 (M1002)
MIL-DTL-244 - Nitrocellulose Type I, Grade C
MIL-N-246 - Nitroglycerine Type I
MIL-A-47059 - Acetyl Tri-Ethyl Citrate
A-A-59317 - Carbon Black, Grade A or G
DOD-M-64040 - Akardite II (Methyldiphenylurea)
12982931 - Graphite Glaze, Grade III or IV
SCDB

MIL-DTL-244 - Nitrocellulose
MIL-N-246 - Nitroglycerine
DOD-D-64015 - Diethylene Glycol Dinitrate
DOD-M-64040 - Methyl Diphenyl Urea
MIL-M-51103 - Magnesium Oxide
MIL-G-155 - Graphite Grade III or IV
Film, Inhibiting
MIL-P-63462 - Ethyl Cellulose
Propellant (AFP-001)
MIL-DTL-244 - Nitrocellulose Grade C Type I
MIL-D-98 - Diphenylamine
MIL-P-156 - Potassium Nitrate
MIL-P-193 - Potassium Sulfate
MIL-M-19719 - Methyl Centralite
MIL-G-155 - Graphite
Propellant (AFP-001 MK44)
MIL-DTL-244 - Nitrocellulose Grade C, Type I
MIL-D-98 - Diphenylamine
MIL-P-156 - Potassium Nitrate
MIL-P-193 - Potassium Sulfate
MIL-M-19719 - Methyl Centralite
MIL-G-155 - Graphite Grade III or IV
Propellant Grain (F/MK126 Rkt Mtr)
MIL-DTL-244 - Nitrocellulose
MIL-N-246 - Nitroglycerin
A-A-59314 - Diethyl Phthalate
MIL-W-181 - Candelilla Wax
MIL-L-17699 - Compound H-101
MIL-L-17700 - Compound S-202
NOSIH AA-6
MIL-DTL-244 - Nitrocellulose
MIL-N-246 - Nitroglycerin
MIL-T-301 - Triacetin
MIL-D-22346 - Di-n-propyl adipate
MIL-N-3399 - 2-Nitrodiphenylamine
MIL-B-85735 - LC-12-15
MIL-W-181 - Candelilla wax
A-A-59317 - Carbon Black
OS 12255 - Aluminum
Nitrocellulose Grade A, Type I
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade A, Type II
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)

A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade B, Type I
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade B, Type II
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade B, Type III
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade C, Type I
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade C, Type II
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade D
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)\
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade E
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2
Nitrocellulose Grade F
MIL-C-206, MIL-C-216, or MIL-C-20330 - Cellulose (Cotton, Woodpulp Sulfite, or Woodpulp Sulfate)
A-A-59342 - Ethyl Alcohol Grade 2

(d) Lot numbers shall be in accordance with MIL-STD-1168 lot number convention and the technical data package requirements. When not required by technical data package and not an end item or major component, the component lot number may be constructed through contractor lot number convention.

(e) All component RFV/ECPs shall be listed on the ADC for the deliverable item. The WARP user's manual provides information on the level of detail required.

(f) 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 the sample ADC has been approved in WARP.

E-11 MIL-STD-1171B, PROPELLANT DESCRIPTION SHEETS (PDS)

(a) The contractor shall prepare PDS IAW MIL-STD-1171B when mandated by the Contract Data Requirements List (CDRL). The WARP shall be utilized to store the data sheets required by MIL-STD-1171B. The Munitions History Program (MHP) network located at https://mhp.redstone.army.mil/ must be used to gain access to WARP.

(b) The requirements of MIL-STD 1171B specified in the CDRL.

(c) The contractor is responsible for on-screen entry of the PDS sheets into the appropriate module located in the WARP system.

(d) The presence of the contractor's typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.

The propellants requiring PDS are:

PAP7993 - DTL14000033B w/ AMD 1
Benite Strands - MIL-B-45451B
DEGN Stick - QAP 1305122
JA2 - QAP 13053606
M1MP - MIL-DTL-60318D w/ AMD 2
M1SP - MIL-DTL-60318D w/ AMD 2
M2 - MIL-P-60989A w/ AMD 3
M5 - MIL-P-48089
M6 - MIL-P-63404
M9 (40MM)- MIL-P-50206
M9 (60MM & 80MM)- MIL-DTL-32322 w/ AMD 2
M14 - MIL-DTL-64159C
M30A1 - DTL 12991223
M31A2 - DTL 13008489 w/ AMD 4
M64MP - MIL-DTL-32571 w/ AMD 1
M64SP - MIL-DTL-32571 w/ AMD 1
N-5 - MIL-P-17689
RPD-596 (M865) - Dwg 13074472
RPD-596 (M1002) - Dwg 13033596
SCDB - QAP 13051227 & Dwg 13051227
Film, Inhibiting - MIL-F-63463 & Dwg 9240825
Propellant (AFP-001) [HK4.1]- SP200610304 & Dwg 200610330
Propellant (AFP-001 MK44)- Dwg 28081855
Propellant Grain for MK126 Rkt Mtr - 87012A1115
Nitrocellulose Grade A, Type I - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade A, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade B, Type I - MIL-DTL-244 w/AMD 1

Nitrocellulose Grade B, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade B, Type III - MIL-DTL-244 w/AMD1 Nitrocellulose Grade C, Type I - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade C, Type II - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade D - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade E - MIL-DTL-244 w/AMD 1
Nitrocellulose Grade F - MIL-DTL-244 w/AMD 1

E-12 2-D BAR CODING[AW5.1][SO5.2][S(5.3]

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes IAW 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 the Contracting Officer.

(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.

E-13 FAAT WAIVERS

The Government may consider waiving FAT requirements based on the circumstances presented by the Contractor. Examples of circumstances that may allow the Government to consider a waiver are: continuous production, same sources of raw materials, same processing (even with a break in production if normally a batch operation or operation is shut down for short periods), proportion of the retained production line workers remaining in place (from prior production), etc.

The Contracting Officer's decision to waive FAT will be based on the evaluation of all circumstances presented by the Contractor for a product and the Government's assessment of the Government's risk based on any waiver granted.

E-14 Supplier/Prime Issued Corrective Action Requests

The Contractor shall submit a monthly report to the Contracting Officer listing all Prime/Supplier issued Corrective Action Requests (CARs). The monthly report will contain, at a minimum, Supplier /Prime name, product, product defect and actions taken to determine the root cause of the non-conformance and the required corrective actions. A report of this investigation shall be submitted to the government.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-1	Contractor Inspection Requirements.	1984-04		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	2001-05		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		
52.246-12	Inspection of Construction.	1996-08		
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-11	Higher-Level Contract Quality	2014-12		

Requirement.

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001:2015; only design/development exclusions permitted[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

Section F - Deliveries or Performance

F-01 REQUIRED DELIVERY SCHEDULE

(a) All production orders placed under the RFAAP contract will be identified on individual delivery orders. Exceptions to the delivery schedule requirements may only be authorized upon written approval by the Contracting Officer.

(b) In the event of a national emergency, including engagement in conflict or declaration of war, the Government reserves the right to establish expedited delivery schedule requirements at no cost to the Government, and the Government shall not be held liable for any effect resulting from schedule revisions associated with the conditions described herein.

(c) Any delinquencies or delays in delivery caused by the Contractor's failure to successfully complete First Article Testing will be deemed contractor fault and will not constitute an excusable delay. Government denial of the Contractor's First Article Test plans and/or denial of the Contractor's request to waive First Article Testing is also not be considered an excusable delay for any delinquencies in delivery.

(d) Disputes and controversies of any nature whatsoever between the Government and Contractor regarding this narrative will be settled via determination by the Contracting Officer. The Contracting Officer's determination shall be final and binding on the Government and Contractor.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.247-29	F.o.b. Origin.	2006-02		
52.247-34	F.o.b. Destination.	1991-01		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.223-7003	Change in Place of Performance--Ammunition and Explosives.	1991-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.247-33	F.o.b. Origin, with Differentials.	2006-02		

F.o.b. Origin, with Differentials (Feb 2006)

(a) The term "f.o.b. origin, with differentials," as used in this clause, means-

(1) Free of expense to the Government delivered-

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall-

(1)

(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)

(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)

(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

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

____ (carload, truckload, less-load,

____ wharf, flatcar, driveaway, etc.)

(End of clause)

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

TBD at the DO/TO level.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

TBD at the DO/TO level.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	See box 12 on front page
Issue By DoDAAC	W519TC
Admin DoDAAC	W519TC
Inspect By DoDAAC	W90Y64
Ship To Code	See secion B of DO's

Ship From Code	Contractor Code
Mark For Code	See secion B of DO's
Service Approver (DoDAAC)	See secion B of DO's
Service Acceptor (DoDAAC)	See secion B of DO's
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

H-01 OWNERSHIP OF PROPERTY AND RIGHTS TO INTELLECTUAL PROPERTY (NOTE TO INDUSTRY: THE USG IS WORKING TO REVISE THIS CLAUSE)

(a) Ownership of Personal Property:

Government property provided under this contract includes the personal property outlined in Attachment 0024 - Government Furnished Property and all real property. This property is furnished to the contractor in an "as is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract.

In accordance with, FAR 52.245-1, Government Property, and PWS 4 - Government Property, the Government will retain title and ownership to all Government-furnished property and modifications to Government furnished property provided under the contract. In addition, the Government will establish title and ownership in all property acquired and/or utilized by the Contractor in the performance of the contract as provided for in FAR 52.245-1. Pursuant to FAR 52.245-1, paragraph (e)(2), this narrative establishes specific requirements for passage of title, wherein title to property acquired, fabricated, or utilized by the Contractor for use on fixed price contracts or fixed price line items will vest with the Government, rather than be retained by the Contractor. This requirement for passage of title to the Government for property acquired and/or utilized by the Contractor under fixed price efforts applies to acquisitions under the contract resulting from solicitation W519TC-26-R-0003, as well as third party contracts authorized by the Government under the contract. The requirement for Government title includes, but is not limited to, plant equipment required to produce nitrocellulose and propellants, including the processes and procedures necessary to maintain those capabilities as determined by the Government throughout the life of the contract, at RFAAP. The Government will retain title and ownership of all personal property that is maintained, upgraded, replaced, or added, to include replacement of property that is lost or no longer usable, as necessary, to sustain existing, new, or additional capabilities as may be determined by the Government throughout the life of the contract. No separate funding will be provided, except in the case of direct funded PWSs. Title to any property, including special tooling and test equipment, will vest to the Government in accordance with FAR 52.245-1, PWS 4, and the provisions of this narrative, whether provided or acquired and/or utilized under fixed-priced, or cost reimbursable contract efforts, and whether as a direct, or indirect cost item. In clarification, this provision applies only to the Contractor and does not apply to the property of Contractor's subcontractors or ARMS tenants, unless that property was purchased with ARMS funds or is part of the Army's capability; it does not apply to the Contractor's property acquired or used solely for commercial production unless that property is part of the Army's capability . Commercial Production includes any business activity not undertaken pursuant to the performance of the production, facility or 3rd party contracts. For property acquired and/or utilized by the Contractor under fixed price efforts, where absent the provisions of this narrative, title would have vested in the Contractor, title will vest with the Government at the end of the final contract performance period, whether or not the contract is extended.

Once acquired/utilized by the Contractor in performance of the contract, the property shall not be removed from RFAAP without approval of the Contracting Officer except for repair/modification

with subsequent return to RFAAP. Prior to passage of title, the Contractor shall manage and maintain the property in accordance with PWS 4 - Government Property and PWS 7 - Maintenance; and plans and procedures associated with those PWSs. The Contractor shall provide a Transferable Property List of all tagged property acquired in performance of the contract, including investment projects, wherein title is vested with the Contractor until transfer to the Government at the end of the contract as outlined herein and in accordance with Exhibit B, CDRL xx-xxx, Transferable Property List.

(b) Technical Data Rights:

Through the contract resulting from solicitation W519TC-26-R-0003, the Government will establish rights in all technical data required or used to produce nitrocellulose, nitroglycerine and other nitrated esters, and propellants at RFAAP, as well as operate and maintain RFAAP, including the processes and procedures used to maintain those capabilities as determined by the Government throughout the life of the contract; as well as technical data used in the performance of prime and third party contracts for other than nitrocellulose, nitroglycerine and other nitrated esters, and propellants. The Contractor will ensure that the Government obtains right to IP regardless of the source (i.e., IP obtained from a public domain, purchased/licensed from the incumbent/a previous operator, or developed at private expense). For the purpose of this narrative, technical data includes, but is not limited to, all manufacturing instructions, standard operating procedures, process records, descriptions of manufacture, operating and inspection procedures, quality performance and test procedures, maintenance procedures, maintenance schedules and records, operating manuals, nitrocellulose and propellants production scheduling, planning, and utilization models, management manuals, training manuals, drawings, product specifications, shipping classifications, maintenance job aids, material and material purchase descriptions, software, software applications, software source code, and any other recorded information (regardless of the form or method of recording) of a scientific or technical nature (including computer databases and computer software documentation). Technical data does not include administrative or management data incidental to contract administration.

Technical data rights for non-commercial software and software applications encompass, but are not limited to, system design and architecture, program source code, interfaces, and associated system and user documentation. Data rights for commercial off the shelf (COTS) software applications encompass features of tailoring necessary for software implementation/functionality at RFAAP, including but not limited to customized scripts, database parameters, screens, reports, interfaces and user documentation.

Technical data rights in software and software applications include all features necessary to enable a successor to continue use, maintain, or modify the software systems in place should the successor choose to use the same non-commercial software and/or license the same COTS software. While technical data rights are established by DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, the Government requires as a result of this contract, nothing less than Government purpose rights in technical data as defined by DFARS 252.227-7013, DFARS 252.227-7014, and this narrative. Accordingly, irrespective of the source of funds, the Contractor grants nothing less than Government purpose rights in all technical

data used in the execution of any contract awarded under solicitation W519TC-26-R-0003, as well as third party contracts under the contract. In clarification, this grant (of nothing less than Government purpose rights) applies only to the technical data of the Contractor; it does not apply to the technical data of the Contractor's subcontractors or ARMS tenants, or technical data associated solely with commercial production, with the exception of technical data of a subcontractor(s) or ARMS tenant(s) used to operate and/or maintain Government property, modifications to Government property, or property whose title to will vest with the Government under the provisions of the preceding paragraph. In these instances, the Government will receive no less than Government purpose rights to that technical data. No separate funding will be provided for these rights in technical data. Any

costs associated with the rights granted to the Government must be included in the unit prices proposed. Additionally, the Government will receive Unlimited Rights to all technical data developed as a result of direct funded modernization or other projects, to include any technical data created (developed) as a result of integrating modernization projects at the facility, and/or technical data developed to operate modernized equipment and facilities and the procedures to produce product on modernized equipment and facilities.

Unless otherwise approved in advance by the Contracting Officer, the Government shall receive Government purpose rights at that point in time when the technical data is implemented in performance of this contract and/or third party contracts. Where technical data is associated with property acquired/utilized by the Contractor under fixed price efforts, Government purpose rights to technical data will be established upon implementation, per this paragraph, regardless of the later (end of contract) transfer of title to the property itself defined in the preceding paragraph. Government purpose rights will convert to unlimited rights according to DFARS 252.227-7013 and DFARS 252.227-7014, or at the end of this contract (i.e. at the end of the base period or upon expiration of the final option period if exercised), whichever occurs earlier. Technical data will be provided to the Government at the end of the contract performance period in its most current form; i.e., current as of the last date of its use.

The Contractor shall provide access to technical data to the Contracting Officer and representatives designated by the Contracting Officer during the course of this contract. The Contractor must deliver all applicable technical data to the Government on an annual basis by no later than 31 December of each year and certify that it is free of all proprietary information. After the initial full transfer to the Government, subsequent transfers on the one-year cycle shall only be updated or new documents. Technical data shall be delivered in its current form as of the date of submission. The form/media to be used for technical data delivery (e.g., electronic, flat file) will be specified by the Contracting Officer at that time and must facilitate its transfer to, and use by, the Government (CDRL XXXXX). The Contractors support and performance of the IP deliverables will be provided at no additional cost to the Government and requests for IP pursuant to the terms of this clause will not be subject to the changes clause.

For the purposes of this narrative, utilized by the Contractor means required or used to produce nitrocellulose, nitroglycerine and other nitrated esters, and propellants at RFAAP, as well as

operate and maintain the facility, to include any activity executed at the facility to meet Government requirements. Third party refers to the Contractors sale of products or services where the end product will be delivered to the U.S. Government.

H-02 RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

(a) All propellant and ingredients which RFAAP is capable of producing shall be produced within RFAAP.

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

(c) The contractor shall insert the substance of this narrative, including this paragraph (d), in every subcontract for items or components identified above.

H-03 CONGRESSIONAL VISITS

GOCO installations must comply with AR 1-20. The contractor shall notify the Installation Commander of any visits, including those by Members of Congress, at least one business day in advance of the visit. The contractor may work with the Government staff in developing an agenda, if requested by the Installation Commander. A Government representative is required to be present at all meetings with a Member of Congress held on the installation. The contractor will follow all Army election year guidance concerning conduct during Congressional visits (see AR 360-1). Members of Congress and their staff are also subject to applicable laws, Executive Orders, and ARs pertaining to access to classified and personnel information (AR 380-5 and AR 340-21). For purposes of this section, the term "Member of Congress" includes not only U.S. Senators and Representatives, but also anyone from the district staff of a Member, the DC staff of a Member, or the professional staff of a Congressional committee.

H-04 CONTRACTOR PERFORMANCE INFORMATION

The successful offeror 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 DoD Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract.

H-05 NEGOTIATION OF LABOR AND INDIRECT RATES FOR DIRECT FUNDED PROJECTS

The Government reserves the right to include a labor rate and indirect rate reopener in all projects that are negotiated during which time the operating contractor does not have a direct and/or indirect Forward Pricing Rate Agreement (FPRA) in place or if the Government cannot determine proposed rates fair and reasonable. All labor rate and indirect rates will be subject to a net downward adjustment only, exclusively for application of the negotiated FPRA or negotiated rates /actuals. In the event the rate reopener results in a reduction in contract costs, a corresponding profit/fee adjustment will also be made. Should a FPRA be finalized prior to closing of negotiations, the rates will be incorporated and no reopener will be necessary. Such adjustments will not represent a change to the contract and will not be subject to a request for equitable adjustment.

H-06 CONTRACTOR RESPONSIBILITY FOR SAFETY

The contractor is responsible for safety in accordance with DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, and all other applicable safety requirements within this solicitation. The contractor and its employees are responsible for the safety of contractor operations and for the safety of all persons and property involved with or affected by contractor operations. Subject to all contract requirements, the contractor shall exercise its own independent judgment concerning the safety of its employees and its operations. The Government does not direct or control the manner of the contractor's operations; however, in the interest of preserving required mission capabilities and facilities, the Government has the right to conduct surveillance of the contractor's operations and take appropriate action to ensure that the contractor remedies any and all contract or safety violations. The contractor shall cooperate and provide all requested information necessary for the Government to perform surveillance of safety at RFAAP. The presence of Government officials and safety personnel on the installation and the fact that the Government conducts or provides inspections, investigations, surveys, oversight, concurrences, approvals, advice or recommendations concerning the safety of contractor operations shall not affect the contractor's responsibility for safety. The purpose of any Army investigation at the installation is to ensure there are no conditions that adversely affect mission capability or combat readiness. Ensuring the safety of contractor employees is not the purpose of an Army investigation since this is the contractor's responsibility.

H-07 INSTALLATION COMMANDER'S AUTHORITY

Notwithstanding the contractor's responsibility for the safety of its employees and operations, as well as the requirements in the contract, the Installation Commander and the Commander's Representative have the authority to stop operations or practices that, if allowed to continue, could reasonably be expected to result in death or serious physical harm to personnel, generate major system damage, or endanger the installation's ability to accomplish its mission. This authority allows for shutdown of a suspect operation or practice prior to the elimination of the perceived danger through regular channels, including an immediate shutdown in those situations to which the Installation Commander or the Commander's Representative determine that an activity presents as imminent hazard to life or property that threatens the mission of the Government. The Contractor shall cease operations immediately upon formal direction from the Installation Commander or the Commanders Representative. The Contractor shall not resume operations for a directed shut down until formal approval is granted by the Contracting Officer.

H-08 EARNED VALUE MANAGEMENT SYSTEMS

Clauses 252.234-7001 - Notice of Earned Value Management System (Deviation 2015-O0017) and 252.234-7002 - Earned Value Management System (Deviation 2015-O0017) are not applicable to the initial contract award resulting from this solicitation. EVMS will only apply to modernization efforts solicited after award for which the Contracting Officer has determined EVMS necessary.

H-09 FACILITY USE REQUIREMENTS (APPROVAL OF OUTSIDE ORDERS)

The Contractor shall request approval from the Contracting Officer prior to accepting outside orders for the production of nitrocellulose, nitroglycerine and other nitrate estares, and propellants at RFAAP, whether performed by the contractor or by a third party. Statements made by other Agencies allowing RFAAP facility use are not valid. The Contractor shall comply with all applicable provisions of the contract and any additional conditions placed on the individual third party facilities use approval. Failure to comply with the conditions of the facilities use approval will result in revocation of the approval to use the facilities for commercial or third party work. In no case will a Request/Approval for Facilities Use extend beyond the award contract period.

At the beginning of each Government fiscal year (NLT 15 OCT), the Operating Contractor shall provide the Government a listing, to include customers, nitrocellulose and propellants constituents and energetic materials, quantities and utilization spreadsheet, of all orders that require use of government property, inclusive of services and production, anticipated for the year (CDRL XXXXX). The Government will review and grant Facility Use approval/disapproval based on this listing submitted. If new orders are received throughout the year, notification to the Government shall be made via a designated tab on the Production Schedule (CDRL XXXXX), which tracks all orders.

The contractor is required to meet all applicable Army/DOD safety, security, and environmental, regulations as called out in the Document Summary List, to include, but not limited to 27 CFR Regulation 555, when and if facility use for commercial explosives production by the contractor is authorized by the Government.

H-10 USE OF GSA VEHICLES

The contractor shall be authorized to use those GSA vehicles on-site to perform work under this contract which supports related and other contracts and subcontracts at RFAAP to the extent permitted under GSA regulations.

H-11 SUBMISSION REQUIREMENTS

The contractor shall provide to the Government, annually or at such other times as the Government may request, at no additional charge or cost, the following:

a. Copies of the most recent version of all Collective Bargaining Agreements (CBAs) covering its employees at the facility throughout the term of the contract, to include any options. The contractor understands and agrees that at such time as the Government solicits or begins the process for solicitation of a new or subsequent contract for all or part of the work covered by this contract, the Government shall have the right to make the most recent copies of the CBAs available through such means or media as it deems most appropriate for review by prospective offerors.

b. Current copies or versions of work schedules, work projections, and employment and/or layoff projections for each year of the contract. The contractor understands and agrees that the Government may be required to provide such information in response to Congressional or higher headquarters inquiries or requests. The contractor further understands and agrees that at such time as the Government solicits or begins the process for solicitation of a new or subsequent

contract for all or part of the work covered by this contract, the Government shall have the right to make the most recent copies or versions of such work schedules, work projections, and employment and/or layoff projections available through such means or media as it deems most appropriate for review by prospective offerors.

H-12 STATUATORY OR REGULATORY CHANGES

If, after award of the facility use contract, new laws or regulations are enacted that impact performance or cost, the contracting officer will, upon request, review those impacts on a case-by-case basis with respect to any request to modify the contract terms.

H-13 PERSONAL VEHICLES NOT ALLOWED IN PRODUTION AREAS

Personal vehicles are not allowed to be parked in production areas.

*** END OF NARRATIVE ***

Section I - Contract Clauses

I-01 AUTHORITY OF GOVERNMENT REPRESENTATIVE

The contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or its 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.

I-02 ECONOMIC PRICE ADJUSTMENT - NATURAL GAS

(a) In accordance with FAR 16.203-4(d), in lieu of FAR 52.216-4, EPA - Labor & Material, the following EPA applies to the RFAAP solicitation. The EPA baseline and method for adjustments will be calculated in accordance with the narrative described herein.

(1) Natural Gas: $XX.XX

(2) Offerors are cautioned that the aforementioned Natural Gas price is a baseline prices only and shall not be utilized for any other procurements.

(b) No later than 31 October of each year the contractor shall provide its proposal for EPA to the Contracting Officer. The proposal shall include:

(1) Documentation to support the proposed unit price increase/decrease for natural gas.

(2) Adjustments to the unit price of all production items subject to EPA.

(c) Promptly after the Contracting Officer receives the proposal under paragraph (a) of this narrative, but no later than 30 November of each year, the Contracting Officer and the contractor shall complete execution of unit price adjustments associated with the upcoming ordering period. Price adjustments will be derived from the change in Natural Gas price and the content factor identified in Attachment XXXX. Any EPA, including revised contract unit prices, will be incorporated into the contract.

(d) EPA adjustments will apply to all future quantities ordered under the subsequent ordering period. A firm price commitment from the contractor is required for Natural Gas.

(1) The contractor is obligated to hold the agreed to unit prices for the remainder of the ordering period.

(2) The contractor or subcontractor/supplier agrees not to include any risk adjustment or additional profit in the EPA proposal.

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

(1) Any adjustment shall be limited to the effect on the product unit price resulting from the actual fluctuation in Natural Gas. There shall be no adjustment for:

(i) Projects and other nitrocellulose and propellants items wherein the materials are based on current market prices;

(ii) Changes in product unit prices based on material other than Natural Gas.

(iii) Changes in the material content of Natural Gas, as identified in Attachment XXXX, unless otherwise negotiated as the result of a TDP change and incorporated into Attachment XXXX.

(iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit of the contractor or subcontractor/supplier.

(2) The EPA will only apply if there is a change of at least +/- 2.5 percent in the cost of Natural Gas.

(3) Cumulative EPA adjustments, to include both adjustments for natural gas and escalation (narrative I-04) together, shall not exceed 10 percent of product unit price. After final execution of unit price adjustments for an ordering period, no further adjustment to the unit prices will be made. There is no percentage limitation on the amount of decreases that may be made under this narrative.

(f) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of materials shown below until three years after the date of final payment under this contract.

(g) All matrix items are subject to EPA.

(h) EPA Basis of Adjustment:

(1) The basis for each EPA adjustment will be the NYMEX 12 month forward looking average price for Natural Gas at the time of EPA adjustment.

(2) The Natural Gas content factors for each item is listed in Attachment XXXX.

(i) In the event the NYMEX is substantially altered or discontinued, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of NYMEX discontinuance or alternation. Failure to reach an agreement shall be subject to the "Disputes" clause of the contract.

(j) Computation of EPA will be in accordance with the following methodology and the EPA Calculation Table:

(1) The price used for adjustments will be in accordance with paragraph (h) above.

(2) The difference, whether (+) or (-), between the adjusted NYMEX price in Column (5) and the base price provided by the Government in Column (4) will be entered in Column (6).

(3) The difference, whether (+) or (-), in Column (6) shall be divided by the applicable base price in Column (4) (see paragraph (h) above). The resulting rate of change shall be entered in Column (7).

(4) The material content factor in Column (3) will be multiplied by the material price difference (+) or (-) in Column (6), with the resulting amount entered in Column (8).

(5) The adjustment amount in Column (8) shall be the basis for adjusting the contract unit price for the item in column (2).

(6) The contract unit price adjustment will be computed for each eligible item and applied, when Natural Gas price changes meet the threshold criteria.

EPA (Natural Gas) Calculation Table

(1) Adjustment Period	(2) Item	(3) Material Content Factor	(4) Base Price	(5) Adjusted Material Price	(6) Price Difference	(7) Percent Change	(8) EPA Adjustment

TABLE

(a) Column (1) is the DO for which EPA adjustment is being made

(b) Column (2) is the item

(c) Column (3) is the material content factor for the specific item (Attachment 00XX)

(d) Column (4) is the base year material unit price as defined in this narrative

(e) Column (5) is the adjusted Natural Gas price

(f) The remaining columns are for calculation of the EPA unit price adjustment for a given item; and to determine if the change in

natural gas price meets the threshold criteria for EPA adjustment in paragraph (e) above.

Examples

An example of an upward adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	$4.00	$4.50	$0.50	12.5%	$0.05

Result: Since the change in Natural Gas (12.5%) is more than +/- 2.5%, the adjustment would increase the unit price by $0.05.

An example of a downward adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	$4.00	$2.75	-$1.25	-31.25%	-$0.13

Result: Since the change in Natural Gas (-31.25%) is more than +/- 2.5%, the adjustment would decrease the unit price by $0.13.

An example of no adjustment is as follows (numbers are for illustrative purposes only):

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
OP2	CLIN 0001	0.10	$4.00	$3.95	-$0.05	-1.25%	-

Result: Since the change in Natural Gas (-1.25%) is less than +/- 2.5%, the adjustment would not change the unit price.

End of examples

I-03 REQUIRED INSURANCE

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance-Work on a Government Installation, or FAR Clause 52.228-7, Insurance-Liability to Third Persons, the contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

(a) Workers Compensation: As required by Law

(b) Employers Liability: Minimum liability limit $100,000

(c) General Liability: Minimum bodily injury limits, $500,000 per occurrence

(d) Automobile Liability: Minimum liability of $200,000 per person, $500,000 per occurrence for bodily injury, and $20,000 per occurrence for property damage.

I-04 ECONOMIC PRICE ADJUSTMENT - ESCALATION

(a) In accordance with FAR 16.203-4(d), the following EPA applies to the RFAAP solicitation. The EPA baseline and method for adjustments will be calculated in accordance with the narrative described herein.

(1) EPA Baseline: 3.0%

(2) Annual Index: Producer Price Index Commodity Code: FD-49107, Final Demand Less Energy, Unadjusted 12-Month Percent Change (located within PPI Detailed Report for September of each year, table 1).

(3) Prior to the start of each ordering period, in accordance with paragraphs (b) and (c) below, the baseline rate identified in (a)(1) will be compared to the most updated rate identified in the index identified at (a)(2) to determine whether an adjustment will be made for the upcoming ordering period.

(4) The EPA will only apply if there is a change of at least +/- 1.0 percent in the annual escalation rate found at the index (a)(2) from the baseline (a)(1).

(i) To further clarify, if the rate found at (a)(2) for a given year exceeds the baseline established at (a)(1) by more than 1.0%, an upward adjustment will be executed for the upcoming ordering period. Should the rate found at (a)(2) for a given year fall below the baseline established at (a)(1) by more than 1.0%, a downward adjustment will be executed for the upcoming ordering period. Should the rate found at (a)(2) fall within +/- 1.0% of the baseline established at (a)(1), no adjustment will be made.

(5) Offerors are cautioned that the aforementioned escalation rate is a baseline rate only and shall not be utilized for any other procurements.

(6) The baseline rate found at (a)(1) will remain unchanged throughout the life of the contract unless determined otherwise by the Contracting Officer.

(b) No later than 31 October of each year the contractor shall provide its proposal for EPA to the Contracting Officer. The proposal shall include:

(1) Documentation to support the proposed percentage increase/decrease for the index

(2) Adjustments to the unit price of all production items subject to EPA

(c) Promptly after the Contracting Officer receives the proposal under paragraph (a) of this narrative, but no later than 30 November of each year, the Contracting Officer and the contractor shall execute unit price adjustments associated with the upcoming ordering period. Price adjustments will be derived from the change in the escalation rate identified in paragraph (a)(1). Any EPA, including revised contract unit prices, will be incorporated into the contract.

(d) EPA adjustments will apply to all future quantities ordered under the subsequent ordering period.

(1) The contractor is obligated to hold the agreed to unit prices for the entire ordering period.

(2) The contractor or subcontractor/supplier agrees not to include any risk adjustment or additional profit in the EPA proposal.

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

(1) Any adjustment shall be limited to the effect on the product unit price resulting from the actual fluctuation in the index identified in paragraph (a). There shall be no adjustment for:

(i) Projects and other nitrocellulose and propellant items wherein the materials are based on current market prices;

(ii) Changes in product unit prices based on factors other than escalation

(iii) Associated indirect costs (burden, overhead, G&A, etc.) or profit of the contractor or subcontractor/supplier.

(2) The EPA will only apply if there is a change of at least +/- 1.0 percent in the annual escalation rate from the baseline.

(3) Cumulative EPA adjustments, to include both adjustments for natural gas (narrative I-02) and escalation, shall not exceed 10 percent of product unit price. After final execution of unit price adjustments for an ordering period, no further adjustment to the unit prices will be made. There is no percentage limitation on the amount of decreases that may be made under this narrative.

(f) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of materials shown below until three years after the date of final payment under this contract.

(g) All matrix items are subject to EPA.

(h) EPA Basis of Adjustment:

(1) The basis for each EPA adjustment will be the index rate found at (a)(2) at the time of EPA adjustment minus the baseline escalation rate found at (a)(1). This net percentage must be +/- 1.0%. This net percentage will be multiplied to the product unit price to calculate the total adjustment.

Examples

An example of an upward adjustment is as follows:

Unit price: $10.00
Baseline escalation rate: 3.0%
Escalation rate at time of EPA execution: 10.0%
Percentage change: (10% - 3.0%) 7.0%
Unit price adjustment amount: ($10.00 x 7.0%) $ 0.70
Adjusted unit price: ($10.00 + $0.70) $10.70
An example of a downward adjustment is as follows:
Unit price: $10.00
Baseline escalation rate: 3.0%

Escalation rate at time of EPA execution: 1.5%
Percentage change: (1.5% - 3.0%) -1.5%
Unit price adjustment amount: ($10.00 x -1.5%) ($ 0.15)
Adjusted unit price: ($10.00 + ($0.15)) $ 9.85
An example of a non-adjustment is as follows:
Unit price: $10.00
Baseline escalation rate: 3.0%
Escalation rate at time of EPA execution: 2.1%
Percentage change: (2.1% - 3.0%) -0.9%
Since 0.9% is less than 1.0%, no adjustment is made.

*** End of examples***

(i) In the event the baseline index is substantially altered or discontinued, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of discontinuance or alternation. Failure to reach an agreement shall be subject to the "Disputes" clause of the contract.

I-05 CENTRALLY REPORTABLE INDUSTRIAL PLANT EQUIPMENT

(a) The Contractor shall prepare a DD Form 1342 (Appendix F, F200.1342) for each item of equipment identified as industrial plant equipment (IPE), including items which are a part of a manufacturing system or components of special test equipment. The forms will be prepared in accordance with instructions contained in AR 700 43/NAVSUP PUB 5009/AFM 78 1/DSAM 4214 1. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense General Supply Center (DGSC). The Contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DGSC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 15 days after the event which created the need for its preparation and forwarding. AR 700 43 /NAVSUP PUB 5009/AFM 78 1/DSAM 4315.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(b) IPE is identified by noun name in joint DOD IPE handbooks as listed in 12 312. Additional handbooks and page changes to existing handbooks, with asterisks denoting additions to the IPE scope, shall be published as required. Reporting of newly listed items which are in the possession of the contractor shall be accomplished within 180 days following the date of the new handbook or the page change.

I-06 USE OF FACILITIES - TERMS AND CONDITIONS

(a) No storage or maintenance charges shall be payable by the Government under this contract with respect to facilities, equipment, or any part of same for the period or periods their use is authorized.

(b) The Government is not obligated to repair, replace, rehabilitate, modernize, or acquire new equipment simply because the need for such work has been disclosed.

(c) The Contractor shall, within 90 days after award of this contract, submit to the Procuring Contracting Officer for approval a copy of his proposed normal maintenance program as required under the Government Property clause of this contract. This plan shall be submitted through the Administrative Contracting Officer who shall review the plan for technical adequacy and provide comments/recommendations to the Procuring Contracting Officer.

(d) Neither the Administrative Contracting Officer nor the Contractor shall allow any property to be transferred from any contract to this contract without the express written permission of the Procuring Contracting Officer. This restriction includes all IOC facilities contracts.

I-07 REQUEST FOR USE OF ACCOUNTABLE PROPERTY

(a) The Contractor agrees that any request for use of accountable property is at no direct cost to the Government.

(b) Any request for use of accountable property must identify the prime solicitation or contract number (if you are a subcontractor then include your subcontract number and the prime contractor's name, address and prime solicitation or prime contract number), the item, quantity, period of use and the agency, the Contracting Officer's name, address and phone number of the prime solicitation or prime contract for which use is requested. If you are a subcontractor then you should obtain this information from your prime contractor well in advance of any request for use of accountable property.

I-08 INDEMNIFICATION

NOTE: If indemnification is requested, FAR Clause 52.250-1, "Indemnification Under Public Law 85-804", will be added to the resulting contract(s) upon the approval of the Secretary of the Army.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-	2026-02		

	Maintenance. (Deviation 2026-O0038)			
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-3	First Article Approval-Contractor Testing. (Alternate I)	2026-02	Alternate I	1997-01
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.216-7	Allowable Cost and Payment. (Alternate I)	2026-02	Alternate I	1997-02
52.216-9	Fixed Fee-Construction.	2011-06		
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038)	2026-02		

52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.224-3	Privacy Training.	2017-01
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-20	Limitation of Cost. (Deviation 2026-O0038)	2026-02
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02

52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02		
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02		
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02		
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts.	1984-04		
52.237-3	Continuity of Services.	1991-01		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		
52.241-2	Order of Precedence-Utilities.	1995-02		
52.241-4	Change in Class of Service.	1995-02		

52.241-5	Contractor's Facilities.	1995-02		
52.242-1	Notice of Intent to Disallow Costs.	1984-04		
52.242-14	Suspension of Work.	1984-04		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate II)	2026-02	Alternate II	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate III)	2026-02	Alternate III	2026-02
52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-21	Warranty of Construction.	1994-03		
52.246-26	Reporting Nonconforming Items.	2024-08		
52.247-8	Estimated Weights or Quantities Not Guaranteed.	1984-04		
52.247-15	Contractor Responsibility for	1984-04		

	Loading and Unloading.			
52.247-68	Report of Shipment (REPSHIP).	2006-02		
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04		
52.249-6	Termination (Cost-Reimbursement).	2004-05		
52.249-6	Termination (Cost-Reimbursement). (Alternate I)	2004-05	Alternate I	1996-09
52.249-14	Excusable Delays.	1984-04		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	2020-04		

252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.223-7002	Safety Precautions for Ammunition and Explosives.	2023-11
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	2025-08
252.227-7016	Rights in Bid or Proposal Information.	2025-01
252.227-7025	Limitations on the Use or Disclosure of Government-	2025-01

	Furnished	
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	1988-04
252.227-7030	Technical Data-Withholding of Payment.	2000-03
252.227-7037	Validation of Asserted Restrictions on Technical Data.	2025-01
252.232-7010	Levies on Contract Payments.	2006-12
252.241-7001	Government Access.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.245-7003	Contractor Property Management System Administration	2025-01
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-1	Qualification Requirements. (Deviation 2026-O0038)	2026-02		

Qualification Requirements (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Qualification requirement 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) ____

(Address) ____

(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.

Offeror's Name ____

Manufacturer's Name____

Source's 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 Government's 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 Government's interest, award of this contract will 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)

52.209-3	First Article Approval-Contractor Testing. (Deviation 2026-O0038)	2026-02

First Article Approval-Contractor Testing (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall test (SEE Attachment 0025 or Delivery orders for specific testing information) unit(s) of Lot/Item TBD as specified in this contract. At least TBD 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 (SEE Attachment 0025 or Delivery orders for specific testing information) calendar days from the date of this contract to (SEE Attachment 0025 or Delivery orders for specific testing information) [*insert address of the Government activity to receive the report*] marked "FIRST ARTICLE TEST REPORT: Contract No. ____, Lot/Item No. ____." Within (SEE Attachment 0025 or Delivery orders for specific

testing information) calendar days after the Government receives the test report, the Contracting Officer will 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 will state any further action required of the Contractor. A notice of disapproval will 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 will 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 will, 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.

(End of clause)

52.216-7 Allowable Cost and Payment. 2026-02

(Deviation 2026-O0038)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's 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 Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is

adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the

subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 Ordering. 2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 31 May 2027 through 31 May 2037.

(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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $50,000,000.00;

(2) Any order for a combination of items in excess of $86,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) 2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the scheduled delivery date(s) and/or the ending period of performance for the IDIQ Supply contract.

(End of clause)

52.217-8 Option to Extend Services. 1999-11

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 years.

(End of clause)

52.223-3	Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)	2026-02

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(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 Safety Data Sheet submitted under this contract.

Material	Identification No.

Refer to Attachment 0026	_____
____	____
____	____

(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 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 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.

(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 Government's 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)

52.223-11	Ozone-Depleting Substances. (Deviation 2026-O0038)	2026-02

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Ozone-depleting substance 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) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *TBD, 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)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

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

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			
Foreign construction material.		———	———
Domestic construction material.	———	———	———

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. 2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during

any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the

Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR 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.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.241-3 Scope and Duration of Contract. 1995-02

Scope and Duration of Contract (Feb 1995)

(a) For the period 31 May 2027 - 31 May 2037, the Contractor agrees to furnish and the Government agrees to purchase IAW PWS 10 utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 Service Provisions. 1995-02

Service Provisions (Feb 1995)

(a) Measurement of service.

(1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than IAW PWS 10 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than IAW PWS 10 days shall be prorated accordingly.

(b) Meter test.

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding IAW PWS 10 year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than IAW PWS 10 percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of IAW PWS 10 percent under normal operating conditions.

(c) *Change in volume or character.* Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) *Continuity of service and consumption.* The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than IAW PWS 10 hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7	Change in Rates or Terms and Conditions of Service for Regulated Services.	1995-02

Change in Rates or Terms and Conditions of Service for Regulated Services (Feb 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give PCO written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

* Note: Insert language prescribed in 41.501(d)(1).

(End of clause)

52.244-2 Subcontracts. 2020-06

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None at this time_____

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

52.247-1	Commercial Bill of Lading Notations.	2006-02

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____[Name and address of the contract administration office listed in the contract].

(End of clause)

52.248-1	Value Engineering. (Deviation 2026-O0038)	2026-02

Value Engineering (Feb 2026) (Deviation 2026-O0038)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) Definitions.

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract

savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-

price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;provided, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the

Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)		
	Sharing arrangement	
Contract Type	Incentive (Voluntary)	Program Requirement (Mandatory)

	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the

targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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(es):

For FAR clauses: https://www.acquisition.gov/far-overhaul For DFARS clauses: https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(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 Federal Acquisition Regulation Supplement[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model	2025-11		

Certification Level Requirements.

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: *CMMC Level 2 (Self)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.211-7003	Item Unique Identification and Valuation.	2023-01

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

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

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

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any

other like item within a part, lot, or batch number assignment.

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

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

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.223-7001 Hazard Warning Labels. 1991-12

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 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 labelling 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 labelled 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
____	____
____	____
____	____

(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)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

252.249-7000 Special Termination Costs. 1991-12

SPECIAL TERMINATION COSTS (DEC 1991)

(a) Definition. "Special termination costs," as used in this clause, means only costs in the following categories as defined in Part 31 of the Federal Acquisition Regulation (FAR)-

(1) Severance pay, as provided in FAR 31.205-6(g);

(2) Reasonable costs continuing after termination, as provided in FAR 31.205-42(b);

(3) Settlement of expenses, as provided in FAR 31.205-42(g);

(4) Costs of return of field service personnel from sites, as provided in FAR 31.205-35 and FAR 31.205-46(c); and

(5) Costs in paragraphs (a)(1), (2), (3), and (4) of this clause to which subcontractors may be

entitled in the event of termination.

(b) Notwithstanding the Limitation of Cost/Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government.

(c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed $____. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.

(d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.

(e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

Section J - List of Attachments

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
A	Exhibit A - CDRLs	Contract Data Requirements List (CDRL)		10 Jul 2026	0001		Exhibit	No
B	Exhibit B - PWS CDRLs	Contract Data Requirements List (CDRL)		10 Jul 2026	0001	280	Exhibit	No
0001	PWS 1 - Environmental	Performance Work Statement		22 Jun 2026			Attachment	No
0002	PWS 2 - Facility Planning	Performance Work Statement		22 Jun 2026			Attachment	No
0003	PWS 3 - Fire Protection & ES	Performance Work Statement		22 Jun 2026			Attachment	No
0004	PWS 4 - Government Property	Performance Work Statement		22 Jun 2026			Attachment	No
0005	PWS 5 - DELETED	Performance Work Statement		22 Jun 2026			Attachment	No
0006	PWS 6 - Security & AT	Performance Work Statement		22 Jun 2026			Attachment	No
0007	PWS 7 - Maintenance	Performance Work Statement		22 Jun 2026			Attachment	No

0008	PWS 8 - Tr ansition I n	Performance Work Statement		10 Jul 2026			Attachment	No
0009	PWS 9 - Sa fety, Occu pational H ealth & In dustrial H ygiene	Performance Work Statement		22 Jun 2026			Attachment	No
0010	PWS 10 - E nergy & Ut ilities	Performance Work Statement		22 Jun 2026			Attachment	No
0011	PWS 11 - F acility Op s & Produc tion Repor ting	Performance Work Statement		22 Jun 2026			Attachment	No
0012	PWS 12 - A RMS	Performance Work Statement		22 Jun 2026			Attachment	No
0013	PWS 13 - T echnology & Cybersec urity	Performance Work Statement		22 Jun 2026			Attachment	No
0014	PWS 14 - D ELETED	Performance Work Statement		22 Jun 2026			Attachment	No
0015	PWS 15 - A LTESS	Performance Work Statement		22 Jun 2026			Attachment	No
0016	PWS 16 - D ELETED	Performance Work Statement		22 Jun 2026			Attachment	No
0017	PWS 17 - T ransition Out	Performance Work Statement		22 Jun 2026			Attachment	No
0018	PWS 18 - G round Wate r Monitori ng	Performance Work Statement		22 Jun 2026			Attachment	No

	& Indus trial Rest oration							
0019	Price Matr ix	Pricing		22 Jun 2026			Attachment	No
0020	TDP Sectio n C Except ions - RED ACTED	TDP		22 Jun 2026			Attachment	No
0021	OPSEC SOW	Statement of Work		22 Jun 2026			Attachment	No
0022	Sample OPS EC Plan	OPSEC		22 Jun 2026			Attachment	No
0023	DD254	Form		22 Jun 2026			Attachment	No
0024	GFP List	Government Furnished Property		10 Jul 2026			Attachment	No
0025	CDRL Instr uctions	CDRL		22 Jun 2026			Attachment	No
0026	Hazardous Material C lassificat ion Specif ication	Specifications		22 Jun 2026			Attachment	No
0027	ARMS Tenan t Use Agre ements	ARMS		10 Jul 2026			Attachment	No
0028	COCO Secur ity Statem ent of Wor k 2025	Statement of Work		22 Jun 2026			Attachment	No

0029	NDA Azimuth	NDA		22 Jun 2026			Attachment	No
0030	NDA NEPSCO	NDA		22 Jun 2026			Attachment	No
0031	Wage Determinations	Wage Determination		10 Jul 2026			Attachment	No
0032	Mission Essential Contractor Services	Contractor Services		10 Jul 2026			Attachment	No
0033	Small Business Participation Commitment Document	Small Business		22 Jun 2026			Attachment	No
0034	PPQ	PPQ		22 Jun 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

> The Offeror represents that it will will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

L01 - PROPOSAL SUBMISSION INSTRUCTIONS

For purposes of evaluation, the term Offeror is defined as the entity submitting the proposal as identified on the SF33. All references to subcontractors and parent or affiliated companies within the proposal shall be clearly identified, to include its CAGE code. Proposal shall be submitted in accordance with this section. Offeror should thoroughly review Sections L and M prior to submitting a proposal. Section L identifies the factors to be evaluated in accordance with Section M.

A. PROPOSAL SUBMISSION

1. Proposals shall be submitted electronically through the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module (https://piee.eb.mil/) by the date and time specified on the solicitation. Offerors must obtain appropriate access to the PIEE system in advance of proposal submission. In the event that the PIEE system is not functioning at time of proposal submission, Offerors may reach out to the Points of Contact identified below to obtain DoD SAFE submission information.

2. Offeror is responsible for submitting the virus-scanned electronic submission (PIEE) of its proposal to the designated location by the date and time specified in Block 9 of the SF33. Failure to do so will result in the proposal being considered late and treated in accordance with RFO FAR 15.107. Offerors are responsible for confirming with the Procuring Contracting Officer (PCO) and /or Contract Specialist(s) that the proposal submitted has, in fact, been received by the PCO and /or Contract Specialist(s). This must be done by the date/time set forth in the solicitation for receipt of proposals.

Subcontractor Proposal Submission: Prime Offerors have the option to submit all information through the PIEE Solicitation Module or to have subcontractors submit its proposal information directly to the USG through the PIEE Solicitation Module.

3. The Offeror's proposal shall be made valid for the number of days identified in Section A of the solicitation.

4. All questions concerning this procurement, either technical or contractual, must be submitted in writing to the PCO and/or Contract Specialist(s). No direct discussion between the U.S. Government (USG) technical representative and a prospective Offeror will be conducted. Questions shall be sent to the following points of contact:

E-mail: anna.e.whitcomb2.civ@army.mil
E-mail: amanda.l.carlson25.civ@army.mil
E-mail: derek.s.rooks.civ@army.mil

5. Offeror shall not propose any assumptions that take exception to the solicitation. Any exceptions /assumptions proposed that contradict the terms of the solicitation will be considered a deficiency and render an offeror ineligible for award.

6. A complete proposal shall include the following: cover letter, a table of contents, and separate volumes as indicated below:

Volume 1 - Technical (Oral Presentation)
Subfactor 1 - Strategic Vision (Oral Presentation)
Subfactor 2 - Maintenance Program and Performance Management (Oral Presentation)
Subfactor 3 - Environmental Stewardship & Waste Stream Management (Oral Presentation)

Volume 2 - Past Performance

Volume 3 - Price

Volume 4 - Small Business

Volume 5 - Indemnification Request Package (if being requested)

Volume 6 - Contractual Documents

7. Offeror shall submit its proposal in Adobe PDF (Portable Document Format) with the exception of the Price Matrix. Scanned PDF files must be legible and shall have the ability to be viewed in Adobe Acrobat. The Offeror shall not lock or password protect any file. The USG shall be able to open and view all electronic files, and they shall be virus-free and searchable. Bookmarks must be utilized to easily locate sections of the proposal.

8. Each volume shall contain a table of contents and a matrix cross-referencing the proposal and the solicitation to allow the USG to ascertain that all required sections of the proposal are fully addressed. Each Volume stands on its own for evaluation purposes and must include all information necessary for evaluation (e.g., if it is to be evaluated in response to a Section L, Volume 1 requirement, the information must be included in the Offeror's Volume 1 proposal for it to be considered). Offerors are also required to provide all required information for each subfactor independently. When rating a subfactor, the USG will only evaluate the information provided in the section of the proposal addressing that particular subfactor. When rating a factor that does not have subfactors, the USG will only evaluate the information provided in that volume, unless specifically noted otherwise within that evaluation factor. The USG will not supplement the information found in one subfactor or volume with information found in another as part of its evaluation of the proposed approach; however, any inconsistencies found in the proposed approach under one volume or subfactor which call into question the veracity, credibility, or reliability of statements made in other subfactors or volumes may be taken into consideration.

9. Written submissions shall be in English, and pages shall be 8.5 inches x 11 inches; however, graphs, charts, tables, spreadsheets, and diagrams may use oversized paper of 8.5 inches x 14 inches or 11 inches x 17 inches. Any other page sizes are not permitted. Text size shall be no less

than 12-point font; however, graphs, charts, tables, spreadsheets, and diagrams may use text size no less than 8-point font and readable without magnification. All pages shall be numbered, contain at least a one-inch margin, and utilize Times New Roman font for paragraphs of text and either Times New Roman or Arial (except for Arial Narrow) for paragraph headings, graphs, charts, tables, spreadsheets, and diagrams.

10. Oral Presentations Slide Requirements (Volume 1)

a. Oral Presentations shall be conducted in English utilizing Adobe PDF-formatted slides. Slides represent the official written portion of Volume 1. Text size shall be no less than 12-point Arial font and pages shall be 8.5 inches x 11 inches. Graphics and color are permitted.

b. Slides shall be sequentially numbered and reference the specific Section L requirement being addressed.

c. Embedded videos may be utilized in the slides; however, any video must be played during the live presentation to be considered for evaluation, and its play time will be included in the Offeror's overall allotted presentation timeframe.

11. Oral Presentations and Negotiations (Volume 1)

a. Intent and Purpose of Oral Presentations: The USG is utilizing oral presentations in lieu of written narratives for Volume 1. This approach is intended to streamline the evaluation process, reduce the administrative burden of preparing and reviewing voluminous written technical proposals, and allow for a more direct, collaborative assessment of the Offeror's proposed solutions. Both the submitted slide decks and the transcribed oral presentations will be evaluated comprehensively against the evaluation criteria in Section M.

b. In-Person Logistics and Scheduling (One-Week Block):

(1) All oral presentations--and subsequent negotiations (formerly known as discussions)--will take place in-person at Rock Island Arsenal, Rock Island, IL.

(2) Presentations and subsequent initial negotiations will be conducted over the course of a single designated week. The specific week, dates, and individual daily schedules are TBD and will be formally issued to Offerors by the PCO after the solicitation's closing.

(3) The order of presentations will be determined by random assignment by the PCO. Presentations will be scheduled no sooner than five (5) working days after proposal submission. The USG reserves the right to reschedule presentations at the sole discretion of the PCO. All travel and preparation costs associated with these sessions are the sole responsibility of the Offeror; the USG will not reimburse any costs.

c. Competitive Range and Negotiations Sequence:

(1) The USG intends to evaluate proposals and conduct negotiations with Offerors whose proposals are determined to be within the competitive range.

(2) If the USG determines that negotiations will be held in-person, the PCO will formally establish a competitive range and open negotiations prior to the commencement of the oral presentation week. In this scenario, the oral presentations and subsequent initial negotiations will occur in person during the designated week. This allows the USG and the Offeror to address strengths, weaknesses, and potential revisions in a compressed, real-time environment. The oral presentations and potential negotiations will only be applicable to Volume 1 - Technical. If negotiations are opened, the USG intends to conduct negotiations for Volumes 2 through 5 via written Evaluation Notices.

(a) The USG reserves the right to conduct further negotiations, either in person, virtually, or written, after the one-week block. This will be communicated with respective offerors after the conclusion of all in-person negotiations.

(3) If the USG determines that award without negotiations is appropriate, oral presentations will be conducted strictly as part of the initial proposal evaluation, and any exchanges following the presentations will be limited to "clarifications" in accordance with RFO FAR 15.202. Offerors are cautioned that their initial proposals (slides) should represent their best terms, as the USG reserves the right to award without negotiations.

d. Presentation Team and Attendance:

(1) All designated presenters must attend in person. There must be an individual from the Prime Offeror present that is able to contractually bind the company and verbally assert to what is being proposed (and/or changed during negotiations) by the Offeror. Subcontractor personnel may be utilized as presenters at the Prime Offeror's discretion.

(2) Offerors shall list the presenters' names, company affiliations, and email addresses on the Title Slide for each Subfactor.

(3) To ensure an efficient session, attendance in the presentation room is strictly limited to designated presenters and up to two (2) non-presenting observers from the Offeror's team.

e. Inconsistencies and Document Precedence:

Offerors shall ensure that all key factual information (such as dates, quantities, product numbers, etc.) is included in the slides. In the event of an irreconcilable inconsistency between the verbal delivery and the written slides, and where formal negotiations have not been opened, the written slide content will govern the evaluation.

f. Clarifications, Caucus, and Response Process:

(1) At the conclusion of the Offeror's oral presentation, USG personnel will caucus for up to one (1) hour to determine if any clarifications (Initial Findings) are required.

(2) If the USG identifies areas requiring clarification, the Offeror will be provided with a written list of requests.

(3) The Offeror will then be permitted up to one (1) hour to meet privately in a designated caucus room to formulate responses, followed by up to one (1) hour to present its responses directly to the USG evaluation team in a live in-person environment (Initial Responses).

(4) After any clarifications are resolved, the USG will proceed with deeper evaluation of the Offeror's Volume 1 proposal. If the USG identifies areas requiring negotiations, the Offeror will be provided with a written list of requests (Interim Findings).

(5) The Offeror will then be permitted approximately 36 hours to develop responses to initial findings for each subfactor. The Offeror will then orally present its responses and/or revised proposal to the USG evaluation team in a live, in-person environment (Interim Responses/Revised Proposal). This oral presentation of its revised proposal shall be based on the USG's Interim Findings and will be limited to one (1) hour. Any revisions to the original proposal shall be addressed verbally and within an updated slide presentation. The Offeror shall clearly identify the changes within the slide presentation via an updated format, font or style. The Offeror may choose to present only the revised slides during the one (1) hour oral response period.

(6) Prior to proposal finalization, the Offeror will be provided a written record of all clarifications and negotiation items and will have the opportunity to submit final written responses.

(7) The USG tentatively plans for the designated one-week block to follow this schedule:

Monday: Offeror's Oral Presentation of Volume 1, Subfactor 1 (2hrs)
USG Caucus (1hr) USG Provide Clarifying Questions (if applicable) to Offeror
Offeror Caucus (1hr)
Offeror Provides clarifying comments (if applicable) (1hr)
USG Evaluation continues
USG Provide Initial Evaluation Notice (EN) Findings to Offeror

Tuesday: Offeror's Oral Presentation of Volume 1, Subfactor 2 (1hr) Offeror's Oral Presentation of Volume 1, Subfactor 3 (1hr)
USG Caucus (1hr)
USG Provide Clarifying Questions (if applicable) to Offeror
Offeror Caucus (1hr)
Offeror Provides clarifying comments (if applicable) (1hr)
USG Evaluation continues
USG Provide Initial Findings to Offeror

Wednesday: In-Person Negotiations for Volume 1, Subfactor 1
Offeror Oral Presentation Revisions of Volume 1, Subfactor 1 (1 hr)
EN negotiations, to include caucuses by each party, as needed (rest of day)

Thursday: In-Person Negotiations for Volume 1, Subfactor(s) 2 and 3 *
Offeror Oral Presentation Revisions of Volume 1, Subfactor 2 (1 hr)
EN negotiations, to include caucuses by each party, as required (3 hours)

Offeror Oral Presentation Revisions of Volume 1, Subfactor 3 (1 hr)
EN negotiations, to include caucuses by each party, as required (3 hours)

Friday: In-Person EN Negotiations for Subfactors 1, 2, and/or 3, as required*

*If further negotiations are needed through the remainder of the Offeror's designated one-week block, the USG will schedule those directly with the affected Offeror. Any negotiation items not addressed during this one-week block will be addressed some time following this week via written communication.

g. Recording and Evaluation Record:

(1) All oral presentations, caucuses, and subsequent Q&A/negotiation sessions will be audio- and video-recorded by the USG. The USG will generate transcripts of the presentations, which will supplement the slide presentations for comprehensive evaluation.

(2) Recording by the Offeror is strictly prohibited. No official transcripts will be distributed to Offerors; however, the USG's recordings and transcripts will form part of the official source selection record.

h. Facilities and Equipment: The USG will provide all presentation facilities, which are limited to a standard conference room equipped with electronic projection for PDF slides.

12. The Price Matrix shall be submitted in the Excel templates provided with the Solicitation. The Offeror shall not password-protect or lock any files.

13. Page/Slide and Time Limitations: The USG will not read nor evaluate pages/slides exceeding the prescribed limits set forth below. The Offeror shall only include page/slide numbers on those pages/slides it intends to be evaluated. Excess pages/slides will be removed from the proposals. Page/slide limitations do not include table of contents, cross reference matrices, list of figures, lists of acronyms, section bookmarks/dividers, or indices. Cover letters, proposal introductions, and executive summaries will be included in the overall page/slide and time limitations. No material may be incorporated in the proposal by reference, attachment, appendix, or external media to circumvent these limitations. No separately submitted electronic video or audio material will be reviewed or considered in the evaluation. Videos in Oral Presentations are allowed as stated above. Files shall not contain classified data. The use of hyperlinks in proposals is prohibited. The time limits for Oral Presentations are firm, and the USG evaluation team will not evaluate any slides not covered during the Offeror's Oral Presentation allotted timeframe. Page/slide and time limits are as follows:

a. Volume 1, Subfactor 1 - Strategic Vision (Oral Presentation): Slide deck NTE 50 slides; Oral Presentation time limited to two (2) hours.

b. Volume 1, Subfactor 2 - Maintenance Program and Performance Management (Oral Presentation): Slide deck NTE 20 slides; Oral Presentation time limited to one (1) hour.

c. Volume 1, Subfactor 3 - Environmental Stewardship & Waste Stream Management (Oral Presentation): Slide deck NTE 20 slides; Oral Presentation time limited to one (1) hour.

d. Volume 2, Past Performance - Relevant Delivery and Quality Performance Narratives shall not exceed three (3) pages for each reference. Adverse Contract Performance narratives have no page limitations. In addition to narratives for Contract References that utilize a Past Performance Questionnaire (PPQ), these shall be provided using PPQ forms attached to this solicitation which will not count against page limitations. Safety has no page limitation.

e. Volume 3, Price - Submission of a completed Price Matrix Attachment 0019 and associated supporting documentation as required per Volume 3

f. Volume 4, Small Business - Shall not exceed 10 pages; Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", Individual Subcontracting Report (ISR), or Summary Subcontract Reports (SSRs) from the Electronic Subcontracting Reporting System (eSRS), and commercial plans associated with the SSRs are excluded from the page count limit.

g. Volume 5, Indemnification Request (if requested) - no page limitation

h. Volume 6, Contractual Documents - no page limitation

14. The USG presumes the Offeror's proposal represents its best effort to respond to the solicitation. The Offeror's submission shall therefore be thorough, specific and complete. The Offeror is expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor and subfactor. The USG will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal without the need for additional clarifications. The USG does not desire excess verbiage, unnecessary and elaborate brochures, lengthy, repetitious, disorganized presentations, or any information beyond that sufficient to present a complete and effective offer. Failure to provide the required information/documentation in response to these instructions may result in a proposal being eliminated from the competitive range and/or rejected. Unsupported promises to comply with the contractual requirements are not sufficient. Proposal shall not merely reiterate the contractual specifications but rather shall provide convincing documentary evidence of how contract requirements will be met.

15. The successful proposal may be incorporated into the resultant contract in whole or in part. Any approach that the Offeror provides shall be in a format that when incorporated into the contract is sufficient to track execution performance against schedule and performance requirements. Any approach proposed shall be worded sufficiently to extract into contract performance language.

16. For the purpose of evaluation, the Offeror does not need to address each Performance Work Statement (PWS) in its proposal, unless specifically identified under the associated Factor. However, the Offeror will be required to perform all PWSs and all PWSs shall be priced IAW the Price Factor.

II. VOLUME 1 - TECHNICAL (Oral Presentation)

Subfactor 1: Strategic Vision (Oral Presentation)

The Offeror shall deliver a comprehensive Oral Presentation detailing its strategy to optimize facility utilization, execute capital investments, and enhance operational capabilities at Radford Army Ammunition Plant (RFAAP).

The presentation and supporting slide deck must demonstrate a cohesive and integrated approach that links the Offeror's proposed work, modernization timelines, and financial cost-reduction milestones. The oral presentation must address the following components:

1. Integrated Production and Facility Utilization Plan: The Offeror shall present a comprehensive contractually binding Integrated Production and Facility Utilization Plan. The presentation shall consist of the following:

a. Execution Approach: Describe the specific approach for executing the plan, including:

i. Dedicated Personnel and Authority: An organizational chart delineating lines of authority and responsibility for key personnel involved.

ii. Utilization Controls: Specific procedures and controls to manage the schedule and facility investments.

iii. Government Communication: A description of the communication plan ensuring effective and timely information flow to the Government.

b. Integrated Production and Facility Utilization Plan: A 10-year timeline illustrating the Offeror's operations, addressing:

i. Projected Production: Allocation of both legacy and new product manufacturing.

ii. Capacity Optimization and Line Enhancements: Timelines for planned capacity increases, identification of specific production lines utilized, and required modifications.

iii. Target Market Analysis and Diversification: A market analysis of the energetics sector and a diversification strategy to secure non-Government production.

iv. Armament Retooling and Manufacturing Support (ARMS) Utilization: A description of the potential use of facility utilization mechanisms, such as Tenant Use Agreements under ARMS legislative authorities, to offset Government overhead costs.

c. Performance Metrics: Proposed Key Performance Indicators (KPIs) designed to measure performance against technical, schedule, and capacity-growth objectives, and how they will be transparently communicated to the Government.

d. Risk Management and a Mitigation Strategy: Actionable mitigation plans addressing:

i. Production-Modernization Interface: How concurrent facility modifications will be executed without causing unplanned downtime on legacy production lines.

ii. Supply Chain: Mitigations (e.g., dual-sourcing) for Single Points of Failure (SPOF) in the energetics supply chain.

iii. Production Fluctuation and Surge Risks: Strategies to maintain viability during sudden demand drops or surge requirements.

iv. Workforce: Mitigations for specialized skill retention and labor transition risks.

2. Strategic Investment and Commercialization Plan

The Offeror shall present a comprehensive contractually binding plan detailing 100% Offeror-funded commercialization strategies executed in accordance with the ARMS Initiative (10 U.S.C. (S) 7551-7555) and PWS 12. The Offeror's Plan shall bring a new commercial capability to RFAAP.

a. Financial Commitment: Identify Total Self-Investment Dollars committed post-award. (Note: Sunk costs, historical R&D, and prior investments shall not be counted). The Offeror shall provide verifiable, legally binding evidence of financial capability (such as approved corporate board resolutions, executed funding agreements, or certified capital allocations, etc.).

b. Strategic Objectives: Define short (1-5yrs) /long-term (6-10yrs) objectives.

i. The Offeror shall identify the how its proposal fits under the policy (10 U.S.C. (S) 7552) and purpose (10 U.S.C. (S) 7553) of the ARMS Initiative.

ii. Execution Schedule & Risk Management: A milestone-driven realization schedule, paired with a quantified assessment of Government benefits versus execution risks within the 10 years.

iii. Any IP data rights assertions the Offeror is providing the Government and its benefit to the Government.

c. Commercialization and Asset Utilization: As part of its new capabilities proposal under the ARMS Initiative, the Offeror shall provide a marketing strategy and detail how self-investment will aggressively generate ARMS revenue.

3. Facility Reset Plan

The Offeror shall present its contractually binding methodology and execution strategy to assess, plan, and execute a $560,000,000 Government-funded Facility Reset effort. The presentation must demonstrate the Offeror's commitment to completely execute the FFP modernization within three (3) years of assuming operational control.

The presentation and slides must illustrate how the Offeror will improve existing facilities, equipment, and infrastructure (e.g., repair, replacement in kind, code compliance), and upgrade management software systems to increase production speed, flexibility, resiliency, and safety (not to include environmental remediation). The presentation must address the following components:

a. Financial Commitment, Performance Based Payments (PBP), and Liability Cap: The Offeror shall articulate and confirm the financial and administrative framework governing the $560,000,000 FFP effort. The presentation and associated slides must address:

i. Cost Cap Liability: A binding written commitment and slide illustrating the Offeror's acceptance of the $560M as a firm, non-negotiable ceiling, and that the Offeror assumes full financial liability for any costs incurred in excess of the cap to deliver the approved plan.

ii. Strategic PBP Milestones: A high-level visual timeline of the proposed Performance Based Payment (PBP) schedule. The presenter must explain how these milestones are tied to objective, severable, and measurable completion events (rather than the passage of time).

b. Technical Integration and Proposed Project Portfolio: The Offeror shall present its technical framework and prioritized portfolio of proposed projects.

i. Project Summary Slide: For each proposed project, the Offeror shall present a slide categorizing the proposed project scope, estimated price, execution timelines (including PBP schedule), the project benefits to the USG and proposed KPIs across the five mandatory areas:

1) Safety: Modernize safety equipment, processes, and management systems (e.g., control system interlocks, machine guarding, training systems, employee protection, vehicles, communication systems), considering all Explosive Site Safety requirements, to include but not limited, to DoDM 4145.26, DoD Contractor's Safety Manual for Ammunition and Explosives, Chapters 5 and 7.

2) Maintenance Transformation: Perform extensive minor and major maintenance across the facility above the PWS baseline, including the transformation of the maintenance management system and associated support areas (e.g., spare part storage, technician vehicles).

3) Production Upgrades: Upgrade production facilities and management systems, including control systems, automation, material handling, labor structures, and material traceability systems.

4) Energy and Resiliency: Implement energy conservation and resiliency improvements

5) Capacity Expansion

ii. Modernization Objectives: The Offeror shall illustrate how their proposed upgrades align with and achieve the Army's modernization objectives as follows:

1) Increase manufacturing safety and readiness to meet current and future requirements.

2) Isolate energetic mass from people.

3) Ensure graceful degradation and resilient operations.

4) Improve flexibility, maintainability, and sustainability.

5) Reduce cost of operations.

6) Secure supply chains.

iii. Mandatory Project Data: For each project, the Offeror shall present the following:

1) USG Benefit

2) Priority Level

3) FFP Estimate

4) Milestone Schedule

5) Testing and Commissioning Requirements

6) Project-Specific Risk

c. Contingency Management: The Offeror shall present a comprehensive Risk Mitigation Strategy for unforeseen conditions, demonstrating how the Offeror will de-risk the 3-year execution and eliminate the need for changes during execution compared to what the Offeror accounted for in its proposed assumptions. The briefing must address:

i. Contingency Allocation: The specific methodology for embedding a defined financial/schedule contingency percentage within the $560M cap to absorb unknown site conditions (e.g., latent environmental hazards or deteriorated structural elements) without requesting additional Government funding.

ii. Scope Flexibility: How the proposed project portfolio is designed to dynamically "expand and contract" to reallocate funds if unforeseen conditions are discovered.

iii. Request for Equitable Adjustment (REA) Avoidance Strategy: The engineering and assessment strategies the Offeror will deploy immediately post-award to baseline the facility. The presenter

must detail how these upfront assessments will mitigate the need to submit Requests for Equitable Adjustment (REAs) or "Over and Above" work requests (ref. DFARS PGI 217.7701) during the 3-year execution window.

4. Long-Term Modernization Plan

The Offeror shall deliver an oral presentation and supporting slide deck presenting a 15-year strategic modernization roadmap for RFAAP. This roadmap must be based on a notional Government modernization budget of $3.5B to $4.5B over the 15-year period.

The presentation must demonstrate the Offeror's capability to plan, sequence, and manage a multi-billion-dollar capital modernization portfolio, showing how the proposed strategy aligns with the Army's long-term readiness and sustainability objectives. The presentation must address the following three components:

a. 15-Year Strategic Roadmap and Acquisition Strategy: The Offeror shall explain the sequencing, dependencies, and execution timeline of the 15-year modernization portfolio. The presentation and associated slides must address:

i. Visual Modernization Roadmap: A 15-year master timeline slide illustrating the sequencing and critical-path dependencies between major capital projects.

ii. Acquisition Methodologies: The Offeror's strategy for recommending the optimal contract vehicle and acquisition approach--specifically justifying when to utilize Design-Build versus Design-Bid-Build methodologies to maximize cost efficiency and schedule adherence.

iii. Funding Adaptability & Decision Gates: How the roadmap is structured to handle annual funding fluctuations within the $3.5B - $4.5B envelope (with the assumption that no single fiscal year will exceed $1B in funding), showing where logical "decision gates" exist to accelerate or defer projects without halting the overarching modernization momentum.

b. Modernization Risk Management: The presenters shall deliver a comprehensive risk analysis for the execution of a 15-year modernization portfolio. The briefing must address:

i. Long-Term Construction Risks: Actionable mitigation strategies for long-term execution risks, including material cost inflation, skilled labor shortages, and regulatory permitting delays.

ii. Production Continuity: A high-level description of how the 15-year construction roadmap is designed to prevent long-term disruptions to active energetics production lines.

c. Mandatory Strategic Roadmap Data: For each project, the Offeror shall provide the following:

i. Project Name and Focus Area (Acids, Nitrocellulose, Green Lines)

ii. Proposed Priority Level (1-N) and projected contract year of execution.

iii. Estimated cost/price.

iv. Primary acquisition approach.

v. Government Benefit Justification (quantifying in terms of Safety, Quality, Environmental Compliance, and Cost Avoidance).

vi. Project-specific risk analysis and mitigation plan.

5. Cohesiveness and Financial Impact

The Offeror shall present a unified operational schedule and financial forecast demonstrating how each element within the entire Strategic Vision subfactor integrates while managing production schedules. Furthermore, the Offeror must present a detailed financial forecast clearly showing how this integration achieves a systematic and targeted reduction of Government-paid PWS baseline operating costs via efficiencies by the end of Contract Year 10.

Subfactor 2: Maintenance Program and Performance Management (Oral Presentation)

The Offeror shall deliver an Oral Presentation detailing its strategy to establish, execute, and continuously improve a modern, data-driven maintenance program at RFAAP in strict accordance with the requirements of PWS 7. The presentation and supporting slide deck must address the following four components:

1. Integrated Maintenance Framework & Technology: The Offeror shall present a unified maintenance framework that seamlessly integrates preventive, predictive, and corrective maintenance functions. The briefing must illustrate:

a. Maintenance Optimization Strategy: How the Offeror will balance competing priorities--such as asset lifecycle extension, production line availability, safety, and cost-effectiveness--based on the current condition and reliability of RFAAP assets.

b. Predictive Maintenance & Analytics: The specific tools, technologies, and predictive modeling techniques (e.g., vibration analysis, thermal imaging, machine learning analytics) used to transition the facility from reactive to predictive maintenance.

c. Preventive Maintenance (PM) Execution: The proactive methodology and scheduling procedures for time-based and usage-based PM decisions to prevent premature asset failure.

d. Spare Parts and Inventory Strategy: The methodology for optimizing the spare parts inventory to minimize downtime for critical production lines.

2. Resource and Work Order Management: The Offeror shall present its system and methodology for managing maintenance resources and work orders to ensure timely execution and prevent facility degradation. The briefing must illustrate:

a. Resource Planning and Allocation System: How the Offeror will integrate and deconflict maintenance efforts among all key stakeholders (including facilities, production, engineering, safety, environmental, and procurement).

b. Work Order Lifecycle Management: How the Offeror will manage the entire work order lifecycle, specifically detailing how complex repairs will be prioritized, how backlogs will be prevented, and how critical production delivery schedules will be supported.

3. Major Maintenance Program: The Offeror shall present its comprehensive plan for the management and execution of the Major Maintenance Program, demonstrating how it will effectively utilize annual funding ($5M for Years 1-5; $6M for Year 6 and onward) to improve facility conditions. The briefing must illustrate:

a. Project Identification and 1-N Prioritization: The objective scoring and weighting criteria (incorporating risk mitigation, production impact, return on investment, and strategic alignment) used to develop and maintain the prioritized 1-N project list.

b. Program Execution & Committee Collaboration: The end-to-end process for managing a project from approval to completion, including scheduling to minimize production impacts, and the approach to collaborating with the Government within the Major Maintenance Committee.

c. Cost and Financial Management: The financial controls used to develop robust, independent cost estimates, track actual costs against estimates, manage cost variances, and administer the carry-over or deduction of funds from one fiscal year to the next.

4. Performance Management & Continuous Innovation: The Offeror shall propose a dynamic, KPI-based performance management system to measure the success of the maintenance program and drive continuous improvement IAW PWS 7. The briefing must illustrate:

a. PWS 7 KPI Implementation: How the Offeror will establish, measure, and report on the baseline KPIs identified in PWS 7.

b. Performance-Driven Continuous Improvement: How KPI data will be utilized to implement root-cause analyses and continuous improvement processes.

c. Joint KPI Lifecycle: The approach to collaboratively reviewing, adding, or retiring KPIs with the Government over the contract lifecycle.

d. Additional Performance Indicators: Identify, at a minimum, three (3) additional KPIs that will be implemented upon operational control, providing the rationale for their selection, their measurement methodology, and how they will drive maintenance efficiencies.

e. Cost and Schedule Innovations: Proposed maintenance innovations (processes, scheduling techniques, or capabilities) that will deliver quantifiable cost, schedule, or quality efficiencies to the Government while still satisfying all PWS 7 mandates.

Subfactor 3: Environmental Stewardship and Waste Stream Management (Oral Presentation)

The Offeror shall deliver an oral presentation detailing its strategy to manage active operational waste streams and systematically eliminate legacy hazardous waste (NC Fines) at RFAAP. The presentation must demonstrate a forward-thinking approach to environmental compliance, RCRA permit adherence, and personnel safety. The presentation must address the following two major components:

1. Integrated Waste Stream Management Plan:

The Offeror shall present its strategy to manage, minimize, and safely store newly generated operational waste during active production. The briefing must address:

a. Waste Minimization: Describe the strategy to minimize waste generation through process optimization. Identify specific commercial outlets for byproducts and out-of-specification products, and the methodology to track and report projected cost savings and revenue back to the Government.

b. Active Material Storage & Aging: Detail the inventory tracking and aging analysis procedures used to ensure no active production materials, propellants, chemical intermediates, or newly generated NC Fines are stored for longer than two (2) years. The approach must define the specific "disposition-triggering" procedures to ensure compliance with federal, state, and local regulations.

c. Performance KPIs: Propose and justify at least three (3) distinct KPIs to quantitatively measure the success of the active waste management plan, defining the data sources and performance targets for each.

2. Legacy Waste Management - Accumulated NC Fines:

The Offeror shall present a comprehensive and contractually binding NC Fines Management Plan detailing the strategy for the safe handling, reduction, and ultimate elimination of all legacy NC Fines existing at the facility on the contract start date. The oral presentation must address:

a. Technical Approach and Processing: Describe the specific technical methodologies and equipment used for the safe handling, characterization, segregation, stabilization, and final disposition of legacy NC Fines.

b. 4-Year Elimination Schedule: Provide a milestone-driven project schedule demonstrating entrance and exit criteria and a binding commitment to achieve a zero-inventory (complete elimination) state no later than the end of Contract Year 4. The schedule must be supported by a technical Basis of Estimate.

c. Environmental, Safety, & Health and Permit Compliance: Detail the safety protocols, personnel protective equipment (PPE), and material handling procedures used to minimize personnel exposure and environmental release. The Offeror shall identify all environmental permits required to execute this plan and the timeline to secure them.

d. Risk Mitigation: Identify critical technical, regulatory, and safety risks (e.g., auto-ignition risks during stabilization or processing) and propose corresponding proactive mitigations.

III. VOLUME 2 - PAST PERFORMANCE

1. Offeror shall submit a Past Performance volume with its proposal containing past performance information in accordance with the format prescribed below:

a. Cover Page: Volume 3 - Past Performance, Program, Solicitation Number, Offeror Name, CAGE, and Unique Entity Identification (UEI)

b. Table of Contents

c. Section A: Contract References - Four (4) total references (including major subcontractors) maximum using Past Performance Questionnaire (PPQ) Form attached to this solicitation. (More confidence given to work done by Prime.)

d. Section B: Relevant Delivery and Quality Performance Narratives

e. Section C: Adverse Contract Performance - No page limitations

f. Section D: Safety - No page limitations

2. Section A - Contract References: The prime Offeror may submit with its proposal up to four (4) contract references based on its own performance that are recent and relevant (as defined in Section M) to the solicitation requirements. Contract references may include U.S. Government (USG) contracts, foreign government contracts (non-United States), or commercial contracts for the provision of supplies and/or services. For the purposes of this solicitation, a commercial contract is defined as an agreement with a non-government entity. Contract references provided on Classified contracts cannot be verified and will not be evaluated. For other than USG contracts, Offerors must provide detailed POC information to allow the USG the opportunity to verify.

a. If the prime Offeror is a new corporate entity, it may submit contract references for prior recent and relevant contracts involving its predecessor companies (if applicable). Such references must be provided with documentation that demonstrates that the predecessor company was acquired, absorbed and replaced by the prime Offeror as its successor. Contract references for predecessor companies will count against the four (4) contract references authorized under this section.

b. If the Offeror is a Joint Venture (JV), it may submit contract references for recent and relevant contracts performed by the JV itself. If the JV does not have four (4) recent and relevant contract references, it may submit references for contracts performed by one or more of the entities comprising the JV. Contract references for JVs and JV partners will count against the four (4) contract references authorized under this section. The Offeror shall provide an outline of how the effort required by the solicitation will be assigned to each entity comprising the JV.

c. Contract references for parent or affiliated companies of the prime Offeror (to include parent or affiliated companies of new corporate entities or JV partners) may be submitted as part of the four (4) contract references in this section; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the Offeror and demonstrates that the parent or affiliate will have meaningful involvement in contract performance--mere affiliation, alone, will not be sufficient for consideration of such past performance.

3. As part of the four (4) contract references allowed for the prime Offeror under Section A.1., the Offeror may submit contract references for major subcontractors. The major subcontractor must have performed as a prime contractor or first tier subcontractor. Contract references for parent or affiliated companies of major subcontractors may be submitted as part of the four (4) contract references; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the major subcontractor and demonstrates that the parent or affiliate will have meaningful involvement in contract performance - mere affiliation, alone, will not be sufficient for consideration of such past performance.

a. Major subcontractors are defined as those subcontractors who will perform major or critical aspects of the requirement. Major or critical aspects of the requirement are defined for the purposes of this solicitation to be those subcontractors that the Offeror determines to have a significant role in the successful performance of its proposed approach under Volume 1 or Safety requirements defined in paragraph 4. below.

b. Offeror shall provide an outline of how the effort required by the solicitation will be assigned within the Offeror's corporate entity and among the proposed major subcontractors. Offerors shall not provide major subcontractor information for USG-directed sources.

c. Letters of commitment may be required with final proposal revisions, as necessary.

d. Each major subcontractor shall include a written consent permitting the USG the authority to discuss that company's past performance evaluation with the Offeror during negotiations, if applicable.

4. Past Performance Questionnaire (PPQ) for Commercial Contracts: Offeror shall submit a PPQ at Attachment 0034, for each commercial past performance reference included in the proposal. The Offeror shall complete Section II, General Information. The Offeror shall send the PPQ to the POC identified in Section II-A requesting the POC to complete the remaining portions of the PPQ. The Offeror shall encourage the PPQ respondent to return the completed questionnaire directly to the USG POC cited on the questionnaire on or before the proposal submission date. All questionnaires completed by the respondents shall be sent from the respondent's email address directly to the USG POC, not to the Offeror for forwarding to the USG. The PCO reserves the right to request revised PPQs as necessary.

5. Offeror shall submit the following for each USG and Commercial past performance reference included in the proposal, including references submitted as part of the adverse past performance requirement:

a. Contract number, award date, dollars awarded, place of performance, CAGE Code and UEI.

b. PCO (in support of USG contracts) or project point of contact (for commercial contracts), current address, email address, and telephone number.

c. USG's technical representative/COR name, current email address, and telephone number.

d. USG contract administration activity and the Administrative Contracting Officer's name, current email address, and telephone numbers.

e. Type of Instrument (Contract/Order/Other), Contract Type (Fixed price, Cost Reimbursement, Time and Materials, etc.).

f. Period of performance of the contract.

g. NSN, Part Number, or supply/service description

6. Section B - Relevant Delivery and Quality Performance Narratives: For supplies and services, the Offeror shall provide a descriptive narrative of each submitted contract reference that describes the contracted work effort detailing how the requirements are relevant, as Relevancy is defined in Section M.

7. Section C - Adverse Contract Performance:

a. For each company (Prime, JV members, major subcontractors, or affiliates thereof) whose past performance references were submitted for evaluation under this factor, the Offeror shall identify any adverse past performance that company had on any recent and relevant contracts (even if such a contract was not submitted for consideration under Section A). Adverse past performance includes any performance problems identified below within the past 10 years of this final solicitation issuance, as well as terminations for cause or default. Each adverse past performance reference shall include the information required in Section A and Section B. The number of adverse past performance contract references allowed under this section is unlimited. If there are no contracts that meet this criteria, the Offeror must state such. The Offeror's proposal shall also certify that all recent and relevant adverse past performance has been submitted with its proposal. Offerors are advised that this is the single opportunity to address any adverse past performance on contract references submitted in response to the solicitation; the USG will not give Offerors an opportunity to address adverse past performance information contained in the proposal during evaluations.

b. For all recent and relevant USG and commercial contract(s) for supplies and/or services that did not meet the original schedule, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid reoccurrence, to include, but not limited to:

i. Each time the delivery schedule or project schedule was not met;

ii. The original completion date agreed to in the contract, final completion date, and any contractually revised dates in between (as applicable);

iii. Provide an explanation of why the schedule was missed;

iv. When explaining the corrective action, Offeror shall note whether a contract modification was issued as a result of the schedule delay and include the modification number.

c. For all recent and relevant USG and commercial contract(s) for supplies and/or services, the Offeror shall provide data on any quality or technical performance problems, including, but not limited to:

i. Unsuccessful First Article Tests (FATs);

ii. Lot Acceptance Test (LAT) failures;

iii. Revoked International Organization for Standardization (ISO) status (including dates);

iv. Audit findings classified as major;

v. Warranty claims (include dates, defect or failure mode, resolution, and resolution date(s));

vi. Product Quality Deficiency Reports (PQDRs); and

vii. Level III or higher Corrective Action Reports (CARs) or reoccurring corrective action requests for a single issue.

d. For all recent and relevant USG contract(s), the Offeror shall provide a copy of any: cure notices; show cause letters; ACO/PCO letters of concern received; and, contract modifications or official correspondence from the ACO/PCO decrementing, withholding, or suspending contract payment, award fee or other monetary incentives, or financing as a result of contractor performance or decrementing or eliminating available award terms as a result of contractor performance. The Offeror shall indicate if any of the contracts listed were terminated for cause or default, in whole or in part, and the type and reasons for the termination.

e. For all recent and relevant USG and commercial contract(s), the Offeror shall provide a description of any corrective action implemented by the Offeror. Describe the extent to which the corrective actions have been successful and identify a point of contact to confirm the success of the corrective measures.

8. Section D - Safety: Offeror shall provide accident data for all recent and relevant contracts submitted for evaluation. This data shall be taken from its OSHA 300 log (or foreign equivalent). The Offeror shall also identify correlating corrective action(s), and the result of the corrective action (s).

IV. VOLUME 3 - PRICE

1. The Offeror shall submit its proposed prices within the Price Matrix (Attachment 0019).

a. The specific cells within each respective matrix that require entry of information by the Offeror are highlighted in orange. Other than the information required as annotated in orange, no other information is to be added to the price matrices, nor shall the Offeror make any changes to the price matrices.

b. All proposed unit prices shall be stated in U.S. dollars and be limited to two decimal places.

c. All prices are binding.

d. Failure to fully complete each price matrix may render the Offeror's proposal ineligible for award.

2. Instruction Specific to the completion of the Product Price Matrix (Attachment 0019):

a. The Offeror shall propose a firm-fixed price (FFP) for all CLINs for each ordering period as identified in the price matrices.

b. The Offeror shall propose separate pricing under two plant-wide volume ranges. These ranges have been expressed on an Equivalent Unit (EU) basis and correspond to the EU's associated with each product. During contract execution and prior to the start of every ordering period, the plant-wide volume range will be established on a forward-looking basis by multiplying the forecast quantities of USG and commercial product by each item's respective ordering period EU factor.

c. The EU factor for a given product during contract execution will be defined as the Offeror's proposed weighted unit price for that item in the respective ordering period. The weighted unit price for purposes of establishing each product's EU will be quantified as follows under each ordering period:

(Offeror plant-wide range 1 unit price X weighting factor) + (Offeror plant-wide range 2 unit price X weighting factor) = ordering period product EU per unit

d. EU's for commercial products or other USG products not included on the matrix will be determined based on contractual or forecast unit prices applicable to the orders. The calculation is intended to encompass all production activity performed by the operator or it. The ordering period total will then be assigned to a range according to the range minimum and maximum quantities established in the price matrix. Unless otherwise noted in this solicitation, all orders placed within the ordering period will be priced at the selected plant-wide range, with no retroactive adjustments to prices.

e. Within each plant-wide volume range matrix, the Offeror shall enter a single unit price for each CLIN that will be applicable to all orders greater than the minimum order size, but less than or

equal to the stated maximum order size. The USG is not requesting pricing for separate CLIN-level order size ranges. This unit price will be multiplied by the evaluated quantity to calculate the total ordering period production price.

f. Plant-wide ranges are as follows:

Range 1: 1 to 35,000,000 EU's

Range 2: 35,000,000 EU's and above

g. The Offeror will enter its proposed price for First Article Test on a total price basis for each product under each ordering period. Prices will not be entered on a unit price basis. The First Article Test price will apply regardless of the plantwide range in place during execution.

h. The Offeror shall enter the total ordering period production prices for all 10 priced ordering periods for Ranges 1 and Range 2 into its corresponding cells within the Summary Production Price Matrix tab. Each ordering period's weighted production price will be calculated as follows:

(range 1 total ordering period production price X weighting factor) + (range 2 total ordering period production price X weighting factor) + (first article test price X weighting factor = Total Ordering Period Weighted Production Price

i. The Offeror shall enter each Total Ordering Period Weighted Production Price into the corresponding cells in the Summary Total Evaluated Price (TEP) tab.

3. Instructions specific to the completion of the PWS Matrix (Attachment 0019):

a. The Offeror shall propose FFPs for each identified direct funded PWS for Ordering Periods 1 through 10. Direct funded PWS's to be priced are listed below:

PWS 1 - Environmental
PWS 2 - Facility Planning
PWS 3 - Fire Protection and Emergency Services
PWS 4 - Government Property
PWS 6 - Installation Security and Antiterrorism
PWS 7 - Maintenance of Facilities
PWS 8 - Transition In
PWS 9 - Safety, Occupational Health and Industrial Hygiene
PWS 10 - Energy and Utilities
PWS 11 - Facility Operations and Production Reporting[AC19.1][BJ19.2]
PWS 13 - Technology & Cybersecurity
PWS 15 - ALTESS
PWS 17 - Transition Out
PWS 18 - Ground Water Monitoring & Industrial Restoration

*PWS's 5 (Occupational Health), 14 (ACO Staff Support) and PWS 16 (Ammunition Material Management) are removed from the Direct funded PWS list.

**PWS 12 is funded utilizing tenant revenue.

b. For the purposes of completing the Price Matrix, proposed pricing for PWS 8 - Transition In, shall be identified in Ordering Period 1. Proposed pricing for PWS 17 - Transition Out, shall be identified in Ordering Period 10.

c. The Offeror shall enter each ordering period's evaluated PWS cost into the corresponding cells in the Summary TEP tab.

4. Legacy Waste Management Pricing - The Offeror shall propose this FFP CLIN to address completion of the Legacy Waste Management - NC Fines task referenced within Volume 1 Subfactor 3. The USG intends to immediately fund this effort upon execution of the IDIQ award. This figure is included in the Offeror's TEP.

5. The USG price of $560M for Facility Reset identified in Volume 1 is a USG provided dollar value and will be awarded as FFP CLIN(s). Therefore, the $560M Facility Reset value is included in the Price Matrix as a surrogate figure and is included in the Offeror's TEP.

6. The TEP will be the sum of ordering period weighted prices. For example, ordering period 1's weighted price is calculated as follows:

(OP 1 Production TEP X OP 1 weighting factor) + (OP 1 PWS TEP X OP 1 weighting factor) + Legacy Waste CLIN + Facility Reset Surrogate = OP 1 Weighted TEP

7. The USG anticipates receiving adequate price competition under this solicitation; therefore, certified cost or pricing data is not required to be submitted with the proposal. However, in the event the Contracting Officer determines that adequate competition does not exist (i.e. single Offeror), the USG reserves the right to require certified cost or pricing data be submitted. Additionally, the USG reserves the right to request data other than certified cost or pricing data in the event such data is necessary to establish a fair and reasonable price.

8. Should the USG identify an Offeror's proposed pricing as potentially unbalanced and the Offeror subsequently confirms its pricing to the USG, the Offeror shall then provide rationale and/or supporting documentation to validate any questioned pricing and demonstrate that said pricing is not unbalanced or that any unbalanced pricing does not present unacceptable risk to performance and also will not result in unreasonably high prices for contract performance. Proposals that are unrealistic in terms of any of the non-price factors or contain unbalanced prices that pose an unacceptable risk to the USG may be considered an indication of a lack of understanding of the complexity and risk in the contract requirements and may be determined unacceptable.

9. The following applies to the Offeror's proposed Product Price Matrix and the PWS Matrix:

a. A cost/price proposal is presumed to represent the Offeror's best efforts in response to this solicitation. Any inconsistency, whether real or apparent, between promised performance and the costs shall be explained in the Price proposal. For example, if a business policy decision was made to absorb a portion of the estimated costs, that approach shall be stated within the Price

proposal (including any associated calculations). The burden of persuasion as to the cost credibility rests with the Offeror.

b. The USG is not under any obligation to correct proposal errors/omissions. Those proposals with errors/omissions, where the USG is unable to ascertain the Offeror's intent without negotiations shall be removed from further consideration. All costs and expenditure profiles shall be stated in U. S. dollars.

c. The price proposed must be consistent with the Offeror's Technical Proposal. Consistency between the Offeror's Price and Technical Proposals reflects the Offeror's ability to perform the effort required at the proposed amount. Any significant inconsistencies, if not adequately explained in the proposal, raise a fundamental question as to the Offeror's inherent understanding of the work required and its ability to perform the contract.

d. The Offeror shall submit a table of contents outlining all of the documents (by document file name) comprising the Offeror's Price Volume. If a Subcontractor/Partner is submitting a Price proposal directly to the USG, then that Subcontractor shall also submit a table of contents outlining all of the documents (by document file name) comprising the Subcontractor's/Partner's Price Volume. Microsoft Excel documents provided in response to the Price Factor must not contain macros.

e. The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. If a Subcontractor/Partner is submitting a Price proposal directly to the USG, then that Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format.

f. Labor Rates. The Offeror shall provide the basis of proposed direct labor rates. If a Subcontractor /Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall also provide the basis of proposed direct labor rates. The data may include, but is not limited to current payroll records, historical payroll records, current wage surveys, and Forward Pricing Rate Recommendation (FPRR)/or Forward Pricing Rate Agreements (FPRAs).

g. The Offeror's proposal (including independent submissions from Subcontractors/Partner shall include supporting data for Direct Labor costs. The supporting payroll documentation should consist of current and/or historical payroll records provided as screen shots from the payroll system, copies of payroll reports, and/or copies of paystubs with a narrative explanation of why each payroll title was selected, how that payroll information was used to determine the proposed labor rates, and accompanying calculations to show how the supporting payroll data was used to calculate the proposed labor rates for each applicable labor category. The documentation provided should be redacted to ensure no Personally Identifiable Information (PII) is included in the submission.

h. Subcontract Costs. The Offeror must state the contract type into which it will enter with each of its proposed Subcontractors(s)/Partner. Each Offeror must provide the documentation used as the Basis of Estimate for the proposed Subcontract unit prices (i.e. competitive quotes, comparison to historical prices paid, market research, commercial sales data, etc.) used in determining the

Subcontract fair and reasonable. The proposal shall provide a breakout detailing the individual Subcontractor/Partner name, cost line item descriptions, associated quantities, unit prices, and extended costs.

i. The Offeror and its proposed Subcontractor(s)/Partner who enter into FFP subcontracts for the CPFF CLINs, shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed full time equivalents (FTEs), and proposed FFPs for all periods of performance. The Offeror must provide a detailed and fully supported price reasonableness determination of the FFP subcontracted labor costs for each subcontract. The Offeror and its proposed Subcontractor(s)/Partner who will enter into Cost type subcontracts, shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel format, with working formulas.

j. Offeror also must ensure that its proposed Subcontractor(s)/Partner submits their information by the proposal due date and time and all the proposed values that pull forward to the Offeror's proposal are consistent with the Subcontractor(s)/Partner overall proposed price, along with identifying supporting data and explanations. The Offeror is responsible for ensuring that the proposals of these other entities conform to the same criteria, including supporting data and explanations.

k. The Offeror shall provide the rate data as stated in the paragraphs below. If a Subcontractor /Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall also provide the rate data as stated in the paragraphs below. The requested data is required for the USG to perform the mandatory cost realism analysis of proposed direct and indirect expenses.

l. Material / Equipment Costs: The Offeror and Subcontractor(s)/Partner shall submit the documentation used as the Basis of Estimate for the proposed Material and/or Equipment unit prices (i.e. competitive or non-competitive quotes, purchase orders, screenshots, etc.) used in determining the prices fair and reasonable. The proposal shall provide a breakout detailing the individual Material and/or Equipment cost line item descriptions and associated quantities, unit prices, and extended costs.

m. Other Direct Costs (ODCs) / Travel Costs: The offeror and Subcontractor(s)/Partner shall submit the documentation used as the Basis of Estimate for the proposed ODC and/or Travel unit prices (i.e. historical actual cost data, market research data, GSA per diem rates, etc.) used in determining the prices fair and reasonable. The proposal shall provide a breakout detailing the individual ODC and/or Travel cost line item descriptions and associated quantities, unit prices, and extended costs.

n. Indirect Expense Rates. Indirect rates allocate indirect costs such as overhead, general & administrative (G&A) expense, and fringe benefit costs. The Offeror shall provide the pool and base costs for all proposed indirect expense rates for itself and all Subcontractor(s)/Partner who do not submit a proposal independently. If a Subcontractor/Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall also provide the pool and base costs for all

proposed indirect expense rates. All data shall be provided in a Microsoft Excel file with accompanying explanatory notes. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

Indirect Cost Rate = Indirect Cost Pool divided by Indirect Cost Allocation Base

o. Pool: A descriptive summary of the costs proposed in each pool is required to be submitted in the Offeror's proposal for itself and all Subcontractor(s)/Partner who do not submit a proposal independently. If a Subcontractor/Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall also provide a descriptive summary of the costs proposed in each pool. An indirect cost pool is a logical grouping of indirect costs with a similar relationship to the cost objectives. For example, maintenance overhead pools include indirect costs that are associated with maintenance effort. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

p. Base: The Offeror shall describe the indirect cost allocation base for itself and all Subcontractor (s)/Partner who do not submit a proposal independently. If a Subcontractor/Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall describe the indirect cost allocation base. The indirect cost allocation base for overhead rates is usually labor dollars; for G&A rates, the base is usually Total Cost Input or Value Added; and for fringe benefit rates the base is labor dollars. The Offerors proposal shall include Budgetary and Historical Cost Data.

q. Budgetary Data. The Offeror shall provide budgetary rate data for 2028 through 2037 depending upon availability for itself and all Subcontractor(s)/Partner who do not submit a proposal independently. If a Subcontractor /Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall also provide budgetary rate data for 2028 through 2037 depending upon availability. The data provided shall be the costs for the pools and bases used to calculate the proposed indirect cost rates. Appropriately detailed explanations shall be provided for the basis of 2028 through 2037 forecasted indirect rates. If budgetary data for 2027 has been used to estimate proposed 2028 through 2037 rates, provide that explanation. If any portion of the proposed 2028 through 2037 forecasted rates is a discrete estimate, an explanation and supporting data shall be provided. The budgetary data shall include the pool and base summary information. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

r. If a Subcontractor/Partner is submitting an independent Price Proposal and the data is not available, then that Subcontractor/Partner shall also provide an explanation why the data cannot be provided.

s. If available, submission of its FPRA with DCAA/DCMA. If available, submission of its FPRA with DCAA/DCMA and/or Forwarding Pricing Rate Proposal (FPRP) can be submitted if the Budgetary rates are based on an FPRA/FPRP.

t. Historical Cost Data (Historical Rates). The Offeror shall provide historical cost data for 2023, 2024, 2025, and 2026. If a Subcontractor/Partner is submitting an independent Price Proposal, then that Subcontractor/Partner shall provide historical actual cost data for 2023, 2024, 2025, and

2026. The historical data shall be provided in the same format as proposed rates and include detailed actual pool and base costs. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided. If a Subcontractor/Partner is submitting an independent Price Proposal and the data is not available, then that Subcontractor/Partner shall provide an explanation why the data cannot be provided.

V. VOLUME 4 - SMALL BUSINESS

1. Other Than Small Business (OTSB) Offerors must demonstrate a commitment to providing maximum practicable opportunities for small business participation by addressing the requirements in this factor. In accordance with 13 CFR 125.3(g), Small Business Offerors are not required to submit any information in connection with this factor. An Offeror is considered a Small Business if it can certify its Small Business status under NAICS 561210. Each OTSB Offeror shall also provide a separate Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9 and is also consistent with the small business participation proposed in Attachment 0033. Small Business Subcontracting Plans are not evaluated as part of the Small Business Participation Factor and are excluded from the Small Business Participation Factor slide count limit. An OTSB must submit an acceptable Small Business Subcontracting Plan in order to be eligible for award, as the Small Business Subcontracting Plan of the apparent awardee will be reviewed as part of the responsibility determination.

2. The Offeror shall provide its proposed overall Small Business goal along with proposed goals for each of the five socioeconomic categories that include Small Disadvantaged Businesses, Women-Owned Small Businesses, HUBZone Certified Small Businesses, Veteran-Owned Small Businesses, and Service-Disabled Veteran-Owned Small Businesses by using solicitation Attachment 0033, Small Business Participation Commitment Document. The proposed goals shall be based on total contract value to include all Ordering and Option Periods. Attachment 0033 is excluded from the Small Business Participation Factor page count limit.

a. Please note that the proposed overall Small Business goal and the proposed socioeconomic category goals will ultimately be incorporated into the resultant contract to include all applicable Ordering and Option Periods. Performance of these goals will then contribute to the determination of the awardee's Contractor Performance Assessment Rating (CPAR) rating for Small Business during contract execution.

b. If an Offeror plans to submit a Commercial Small Business Subcontracting Plan in lieu of an individual Small Business Subcontracting Plan, the Offeror shall submit goals that can be supported with its Commercial Plan in contract execution. The USG may consider the performance of the aforementioned proposed goals, and the performance of the goals contained within the Commercial Small Business Subcontracting Plan when developing the CPAR rating for Small Business.

3. Small Business Participation Commitment: The Small Business Participation Commitment is separate and distinct from a Small Business Subcontracting Plan required by FAR 52.219-9. The Offeror shall describe its approach and ability to team with small business companies commensurate with efficient contract performance to meet or exceed the overall Small Business

goal and to support the proposed socioeconomic category goals. The Offeror shall specifically address the following elements to support its Small Business Participation Commitment Document (Attachment 0033):

NOTE: Offerors shall use the following to formulate a Table of Contents to create a uniform document. This will assist evaluators in conducting an efficient evaluation process.

a. Small Business Participation Commitment Methodology: Describe the most effective and efficient methods for establishing its proposed goals to include business techniques (e.g., interviews, outreach, small business onboarding website(s)...etc.); use of specific data sources /systems (both USG and internal); and relevant data elements (e.g., contract value, subcontracting data, NAICS, etc.) used to create an informed, reasonable, and achievable goal. The Offeror shall identify any risks associated with the requirements (e.g., labor market, performance location(s), socioeconomic marketplace, etc.) and actions the Offeror will take to mitigate the potential risks.

b. Industrial Base Growth Initiatives: Describe, if any, methods to maximize small business participation during execution and enhance industrial base resiliency such as, but not limited to: Mentor Protege relationships (formal DoD/SBA or informal), complexity and variety of small business work portion, providing facility clearance sponsorship to small business(es), leveraging new entrant small businesses, use of regional/local small business subcontractors, or providing performance assessment to small business teaming partners whether it be through JVs or first tier subcontractors to facilitate 13 CFR 125.11 on future procurements. Offerors should not limit themselves to the aforementioned example and are encouraged to identify and describe out of the box methods and techniques that can support industrial base growth.

c. Binding Agreements: Describe the extent to which binding agreements are in place with small business team members/subcontractors and method(s) of substitution should relationships /marketplace change during execution while sustaining proposed goals.

d. Demonstrated Small Business Participation History: Describe, if any, recent procurement history of demonstrated success or good faith efforts in meeting or exceeding small business participation goals on similar work/contracts. The Offeror shall submit subcontracting reports (Individual or Summary Subcontracting Reports) or DCMA audits of subcontracting plans for their recent contracts that required a subcontracting plan. Offerors are limited to submitting one report for each contract and an aggregate maximum of three (3) (any combination of reports/audits). Offerors who do not have subcontracting past performance shall indicate so.

VI. VOLUME 5 - INDEMNIFICATION REQUEST PACKAGE

1. Requests for Indemnification under Public Law 85-804 will be considered for this solicitation to cover unusually hazardous risks associated with this requirement.

2. If the Offeror wishes to seek indemnification, it must submit an Indemnification Request Package in accordance with FAR 50.104-3 and the provisions of this solicitation. Indemnification Request Packages shall contain sufficient and compelling justification as required per FAR and Section L.

a. It is essential that the Offeror's Indemnification Request Package include all necessary information as requested by FAR 50.104-3, to include, information regarding the availability, cost, and terms of additional insurance or other forms of financial protection necessary.

b. Prices submitted in response to this solicitation are binding, and therefore, the Offeror will assume full liability of the RFAAP facility. With its indemnification request, the Offeror shall explain how it intends to fund incidents that exceed its stated insurance coverages if indemnification is not granted.

c. If proposing the use of an umbrella insurance policy to cover the Offeror's global business activities, it shall clearly identify the portion of the umbrella insurance premium it proposes to be absorbed under the RFAAP contract.

d. If the Offeror believes additional coverage to address unusually hazardous risks is cost prohibitive, it must clearly identify each specific risk and the associated cost in order to assist the USG in making a determination relative to the insurance being cost prohibitive.

3. In order to allow the USG to award on a with or without indemnification basis, pending receipt of a Memorandum of Decision from the Secretary of the Army, Offerors seeking indemnification are required to propose production unit prices with and without indemnification. If the Offeror requests indemnification, the Offeror shall submit a completed the Product Price Matrix - Indemnified and/or PWS Price Matrix - Indemnified (Attachment 0019). Prices in Attachment 0019 shall reflect the Offeror's prices as if indemnification is approved by the Secretary of the Army (i.e. those portions of insurance costs which become unnecessary if indemnification is approved should be removed from the product unit prices). Note: If indemnification is approved by the Secretary of the Army, it will only apply to unusually hazardous risks which will be defined by the Secretary of the Army in the approval memorandum; it will not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum. A breakout of the Indemnification Total Cost Application figures per ordering periods presented in the PWS Price Matrix (Attachment 0019), shall also be submitted. If the Offeror is not requesting Indemnification, the Offeror does not need to complete the Indemnified tab of Price Matrix (Attachment 0019).

4. The PCO, with assistance from legal counsel and cognizant program office personnel, will review the indemnification request and ascertain whether it contains all required information. If the PCO, after considering the facts and evidence, denies the request, notification will be provided to the contractor promptly with the reasons for the denial. If recommending approval, the indemnification requests from the applicable Offeror(s) will be submitted to the Secretary of the Army for approval.

5. If approved, the indemnification clause will be included; however, there is no guarantee that indemnification will be approved and should not be assumed. The USG cannot state in advance what efforts under the contract will be indemnified. Offerors should be aware that indemnification will only apply to unusually hazardous risks, which are defined by the Secretary of the Army in the approval memorandum, and does not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum.

VII. VOLUME 6 - CONTRACTUAL DOCUMENTS

1. Certifications and Representations: Offeror shall complete (fill-in and signatures) the solicitation sections indicated below. An authorized official of the firm shall sign the required documents.

a. Section A - Standard Form 33 (SF33), Solicitation, Offer and Award and any solicitation amendments

b. Section K - Representations, Certification and Other Statements of Offerors

2. Offerors shall fill in information on all appropriate clauses as stated in the solicitation. For any fill-ins that are not applicable (N/A), the Offeror must acknowledge by indicating N/A.

3. Offerors shall provide signed JV agreements.

4. Any other than Small Business Offeror shall submit its written Small Business Subcontracting Plan and receive a rating of no less than acceptable to receive an award in accordance with RFO FAR 19.206 , and FAR 52.219-9 Alternate II Small Business Subcontracting Plan.

5. Offerors shall provide a Property Management Plan. In accordance with FAR 52.245-1(b) Property management, Offerors shall have internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession accountable to the contract. The internal controls shall be adequate to satisfy the requirements of this clause. In doing so, the successful Offeror shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property accountable to the contract. The Offeror may employ customary commercial practices, voluntary consensus standards, or industry leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation). Offerors shall provide a written plan detailing its internal controls to manage Government property in its possession, to include the use of appropriate net-centric electronic applications that are required for Government-Furnished Property (GFP). The Offerors' property management plan must address all desired outcomes in FAR clause 52.245-1(f)(1), Contractor plans and systems, separately and specifically. The Contracting Officer will review Offerors' property management plan in accordance with FAR 9.104-3(a).

6. Offerors shall provide a master table of contents and cover letter.

7. Offerors shall provide executed Non-Disclosure Agreements referenced in Section A of the solicitation.

8. This information shall be addressed separately from Volumes 1-5.

L02 - DISCLOSURE OF UNIT PRICES

Unless the offeror notifies the Contracting Officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the USG'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 USG 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.

L03 - AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. 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-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

e-mail: usarmy.redstone.usamc.mbx.protests@army.mil

The AMC-level protest procedures are found at: https://www.amc.army.mil/Contact-Us/AMC-Protest-Program/

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

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm Fixed Price and Cost Reimbursable type contract resulting from this solicitation.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

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):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04		

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(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 ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

Date

252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: ____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a

CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section M - Evaluation Factors for Award

M01 - PROPOSAL EVALUATION

A. PROPOSAL EVALUATION

1. Proposals submitted in accordance with Section L of the solicitation will be evaluated by the U. S. Government (USG), and the USG will make an award determination utilizing the evaluation criteria outlined in this section. The USG intends to award one (1) contract to a single Offeror as a result of the solicitation.

2. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for all non-Price factors (including subfactors). Additionally, any Other than Small Business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with RFO FAR 19.206.

3. The USG reserves the right to make award to other than the lowest priced Offeror, or other than the highest-rated Offeror for any non-price factor.

4. The USG will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.

5. Use of Artificial Intelligence (AI) tools in Proposal Evaluation:

a. Use of AI tools in Support of Evaluations: The USG will employ AI as a tool to assist in the analysis and review of Offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for task order proposal / solicitation requirements, and highlighting areas of potential strength, weakness, or risk.

b. Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed USG personnel. The USG retains sole responsibility for all inherently Governmental functions and will not delegate decision making authority to any AI tool.

c. Offeror Confidentiality and Data Protection: The AI tools utilized by the USG will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-USG systems without appropriate safeguards and authorizations in place.

6. The Offeror's proposal should contain its best terms. The USG intends to evaluate proposals and conduct negotiations with Offerors whose proposals have been determined to be within the competitive range. However, the USG also reserves the right to award a contract without conducting negotiations (except for clarification as described in RFO FAR 15.202), as permitted by

RFO FAR 15.203) and FAR 52.215-1, if circumstances allow. If the PCO determines that the number of most highly rated proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, IAW RFO FAR 15.204-1(b), the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals. If the PCO determines negotiations are necessary, they will be held IAW RFO FAR 15.204-2.

7. When rating a subfactor, the USG will only evaluate the information provided in the section of the proposal addressing that particular subfactor. When rating a factor that does not have subfactors, the USG will only evaluate the information provided in that volume. The USG will not supplement the information found in one subfactor or volume with information found in another as part of its evaluation; however, any inconsistencies found in the proposed approach under one volume or subsection which call into question the veracity, credibility, or reliability of statements made in other sections or volumes may be taken into consideration.

8. If an Offeror takes exception to any of the terms and conditions of the solicitation, the offer will not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible potential.

9. The USG will conduct a best value trade-off evaluation in accordance with the processes outlined in Section M. Award will be made to the Offeror whose proposal represents the best value to the USG.

10. Pursuant to FAR 9.103, a contract will only be awarded to an Offeror that the PCO determines to be responsible. Separate from the source selection criteria, the Offeror must be able to demonstrate that it meets the standards of responsibility set forth in FAR 9.104. The USG may conduct a pre-award survey on any Offerors considered for award, to assist in the PCO's determination of Contractor Responsibility.

B. BASIS FOR AWARD

1. The USG's basis for award will be based on the best overall (i.e. best value) proposal that is determined to the most beneficial to the USG, with appropriate consideration given to the following non-price and price factors:

Volume 1 - Technical (Oral Presentation)
Subfactor 1 - Strategic Vision (Oral Presentation)
Subfactor 2 - Maintenance Program & Performance Management (Oral Presentation)
Subfactor 3 - Environmental Stewardship & Waste Stream Management (Oral Presentation)

Volume 2 - Past Performance

Volume 3 - Price

Volume 4 - Small Business

Transcriptions of oral presentations will supplement, not replace, the slide presentations. All materials--oral presentation transcripts and slide presentations--will be evaluated comprehensively against the applicable evaluation factors and subfactors.

2. Best Value Factor Relative Order of Importance:

a. Technical is significantly more important than Past Performance.

- Technical Subfactor 1 is significantly more important than Technical Subfactor 2.

- Technical Subfactor 2 is significantly more important than Technical Subfactor 3.

b. Past Performance is significantly more important than Price.

c. Price is more important than Small Business.

d. All non-price evaluation factors, when combined, are significantly more important than Price.

I. VOLUME 1 - TECHNICAL (Oral Presentation)

1. The Technical factor will be rated with both a technical and risk assessment. The Offeror's technical solution will be rated separately from the risk associated with its technical approach. Each Subfactor within the Technical factor will be evaluated utilizing the same technical and risk ratings and then combined to result in one overall factor rating based upon the order of importance identified above. The following definitions apply.

a. The rating given for the Technical Factor will reflect the degree to which the proposed approach meets or does not meet the requirements as identified under the Technical Factor through an assessment of the strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies as defined below. Accordingly, Volume 1 - Technical will be evaluated utilizing the following technical ratings:

Color	**Rating**	**Description**
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength.
Purple	Good	

		Proposal demonstrates a thorough approach and understanding of the requirements and contains at least one strength or significant strength.
Green	Acceptable	Proposal demonstrates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies and is unawardable.

b. The technical rating assigned to Volume 1 - Technical will be combined with a risk assessment, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased USG oversight, and /or the likelihood of unsuccessful contract performance. Risk definitions are as follows:

Low Risk - Proposal may contain weakness(es) which have low potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal USG monitoring will likely be able to overcome any difficulties.

Moderate Risk - Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close USG monitoring will likely be able to overcome difficulties.

High Risk - Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close USG monitoring will unlikely be able to overcome any difficulties.

Unacceptable Risk - Proposal contains a deficiency or a combination of significant weaknesses that cause an unacceptable level of risk of unsuccessful performance.

c. The following definitions also apply:

Strength - An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the USG during contract performance.

Significant Strength - An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the USG during contract performance.

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

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

Deficiency - A material failure of a proposal to meet a USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Uncertainty - any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

Subfactor 1: Strategic Vision (Oral Presentation)

The Government will evaluate the Offeror's Oral Presentation and supporting slide deck to determine the feasibility and comprehensiveness of the proposed 10-year strategy to optimize facility utilization, execute capital investments, and modernize Radford Army Ammunition Plant (RFAAP).

The Government will evaluate the submittal based on the following elements:

1. Integrated Production and Facility Utilization Plan

a. Execution Feasibility: The Government will evaluate the adequacy of the proposed personnel structure, the effectiveness of the administrative controls, and the transparency of the communication plan to manage daily operations and facility footprint.

b. Production Fidelity: The Government will evaluate the fidelity of the 10-year Production timeline against the Offeror's proposed production.

c. Capacity Optimization: The Government will assess the feasibility of the proposed capacity increases, production line utilization, and facility upgrades, including the credibility of the target market analysis to secure external energetics business.

d. Risk Mitigation: The Government will evaluate the comprehensiveness of risk identification and the effectiveness of mitigations for supply chain disruptions, workforce shortages, and demand fluctuations.

2. Strategic Investment and Commercialization Plan

a. Financial Commitment & Investment Alignment: The Government will evaluate the validity of the total self-investment dollars committed to the plan and the verifiable evidence of financial capability. The USG will assess the risk associated with the feasibility of the financial commitment documented in support of this element based on the degree to which the evidence provided to substantiate the investment is binding (e.g. approved corporate board resolutions versus non-binding letters). The Government will strictly verify that proposed funds represent new, forward-looking capital post-award. (Note: Sunk costs, historical R&D, and prior investments shall not be counted.)

b. Strategic Objectives: The Government will evaluate the feasibility and comprehensiveness of the Offeror's approach to self-funding facility investments. A primary focus of the Government's evaluation will be the Offeror's ability to leverage the ARMS Initiative to maximize commercial tenant revenue and generate new capabilities at RFAAP.

i. The Government will evaluate the short term and long-term objectives in terms of feasibility in meeting the Armament Retooling and Manufacturing Support (ARMS) Initiative policy and purpose.

ii. The Government will evaluate if the Offeror's proposed new capabilities align with the priorities described under subsection (b) of Pub. L. 119-60, div. A, title III, (S)351, Dec. 18, 2025, 139 Stat. 832.

iii. Execution Schedule & Risk Management: The Government will evaluate the execution schedule considering logical milestones and the degree to which the risk assessment identifies execution /realization risks and provides actionable mitigation strategies that protect Government interests. Proposals offering accelerated (yet realistic) deployment schedules that bring new capabilities online sooner will be evaluated favorably.

iv. The Government will evaluate the benefit of the Offeror's proposed IP data rights assertions.

c. Commercialization and Asset Utilization: The Government will evaluate the Offeror's new capabilities marketing strategy, the extent revenue is generated and the extent to which it reduces Government ownership costs through the new capabilities.

3. Facility Reset Plan

The Government will evaluate the Offeror's oral presentation and supporting slide deck to determine the feasibility, financial commitment, and technical merit of the proposed 3-year, $560,000,000 Facility Reset execution strategy. The Government will focus on the Offeror's ability to maximize modernization value while strictly containing costs and preventing post-award schedule delays. The evaluation will be based on the following three elements:

a. Financial Commitment and Performance Based Payment (PBP) Feasibility

i. Liability Cap and Schedule Feasibility: The Government will evaluate the firmness of the Offeror's commitment to the $560M firm-fixed-price ceiling and the 3-year execution timeline. The timeline will be assessed for schedule feasibility.

ii. PBP Structure: The Government will evaluate the proposed PBP schedule. The evaluation will assess the degree to which the PBPs are tied to objective, severable, and measurable completion milestones rather than front-loaded payments or the passage of time.

b. Technical Integration and Portfolio Value

i. Comprehensiveness: The Government will evaluate the technical soundness of the proposed modernization projects across the mandatory areas. Special emphasis will be placed on how effectively the proposed projects address Explosive Site Safety (DoDM 4145.26) and align with Army Modernization objectives.

ii. Project Feasibility: The Government will evaluate the project schedule sequencing, test plans, and the quantified benefit/priority assigned to each project.

c. Contingency Management: The Government will evaluate the Offeror's ability to address changes during execution compared to what the Offeror accounted for in its proposed assumptions.

i. Contingency Allocation: The Government will evaluate the soundness of the Offeror's methodology for embedding financial and schedule contingency pools within the $560M cap. The proposal will be assessed on its capacity to dynamically "expand and contract" scope to absorb unforeseen conditions without requiring additional Government funds.

ii. REA Avoidance Effectiveness: The Government will evaluate the credibility of the Offeror's strategy to quickly and accurately baseline the facility post-award. The assessment will focus on the effectiveness of these strategies to eliminate the need for Requests for Equitable Adjustment (REAs) or "Over and Above" work requests during execution.

4. Long-Term Modernization

The Government will evaluate the Offeror's oral presentation and supporting slide deck to determine the strategic soundness, feasibility, and risk profile of the proposed 15-year modernization roadmap. The evaluation will assess the degree of confidence the Government has in the Offeror's capability to plan, sequence, and manage a multi-billion-dollar capital portfolio without disrupting active energetics production. The evaluation will be based on the following three elements:

a. Strategic Roadmap & Acquisition Feasibility

i. Critical Path & Dependencies: The Government will evaluate the logical sequencing and critical-path dependencies of the 15-year master timeline. The evaluation will assess if the proposed roadmap recognizes realistic engineering, permitting, and construction durations.

ii. Acquisition Strategy: The Government will evaluate the soundness and justification of the proposed contract vehicle selections, specifically assessing the criteria used to utilize Design-Build versus Design-Bid-Build methodologies.

iii. Funding Adaptability: The Government will evaluate the feasibility of the proposed "decision gates" to absorb annual funding fluctuations (up to $1B/year limit) within the $3.5B - $4.5B envelope without halting modernization momentum.

b. Modernization Risk Management & Production Continuity

i. Execution Risk Mitigation: The Government will evaluate the adequacy of the proposed mitigations for long-term construction risks, including material inflation, skilled labor shortages, and environmental permitting delays.

ii. Production Protection: The Government will assess the feasibility of the construction-sequencing strategy to ensure that 15 years of heavy capital construction causes zero long-term disruptions to active baseline military energetics production.

c. Roadmap Data Value & Justification

i. Prioritization and Budget Alignment: The Government will evaluate whether the Modernization strategy behind the proposed 1-N prioritization aligns with the Army's long-term readiness and sustainability objectives. The evaluation will assess whether the overall portfolio fits logically within the notional $3.5B - $4.5B boundary.

ii. Quantifiable Benefits: The Government will evaluate the rigor and credibility of the quantified Government benefits assigned to each project, specifically verifying the documented values for Safety, Product Quality, Environmental Compliance, and Cost Avoidance.

5. Cohesiveness and Financial Impact

a. The Government will evaluate the degree of operational cohesiveness across the entire Strategic Vision subfactor. The Government will assess the degree to which the plans are mutually supportive to optimize facility utilization, execute capital investments, and enhance operational capabilities at RFAAP. The Government will also assess the degree to which the plans have the potential to cause disruption of schedule, increase costs or degradation of performance via introduction of operational conflicts, scheduling bottlenecks, or production downtime.

b. The Government will evaluate the feasibility of the proposed financial forecast to systematically reduce Government-paid baseline PWS operating costs via efficiencies by the end of Contract Year 10. The Government will evaluate the timeline, magnitude, and likelihood of the systematic and targeted reductions.

Subfactor 2: Maintenance Program and Performance Management (Oral Presentation)

The Government will evaluate the Offeror's Oral Presentation and supporting slide deck to determine the feasibility of the proposed strategy to establish, execute, and continuously improve a

data-driven maintenance program at RFAAP. The evaluation will assess the degree of confidence the Government has in the Offeror's ability to maintain asset reliability, execute major maintenance budgets, and satisfy the requirements of PWS 7. The evaluation will be based on the following four elements:

1. Integrated Maintenance Framework & Technology:

a. Asset Reliability: The Government will evaluate the soundness of the Maintenance Optimization Strategy, assessing how realistically the Offeror balances asset lifecycle extension, safety, and production availability based on current RFAAP asset conditions.

b. Predictive Maintenance Rigor: The Government will evaluate the feasibility, technical merit, and maturity of the proposed predictive modeling and data analytics tools (e.g., vibration, acoustic, and thermal technologies) used to transition the facility from reactive to predictive maintenance.

c. PM and Inventory Strategy: The Government will assess the adequacy of the preventive maintenance procedures and the robustness of the spare parts inventory strategy to minimize downtime on critical production lines.

2. Resource and Work Order Management

a. Stakeholder Integration: The Government will evaluate the resource planning system's capability to integrate and deconflict maintenance tasks among all plant stakeholders (facilities, production, safety, environment, and procurement).

b. Lifecycle Execution: The Government will evaluate the feasibility of the work order management approach, assessing the Offeror's ability to prioritize complex repairs, prevent backlog accumulation, and support production delivery schedules.

3. Major Maintenance Program

a. Prioritization Objectivity: The Government will evaluate the objectivity, reproducibility, and rigor of the proposed 1-N project prioritization scoring and weighting criteria (specifically how risk, production impact, ROI, and strategic alignment are mathematically balanced).

b. Program and Financial Management: Program and Financial Management: The Government will evaluate the end-to-end project management plan and financial controls. This includes assessing the viability of the cost-estimating methodologies, cost-variance tracking, and the management of year-over-year carry-over or deduction of funds IAW PWS 7.

4. Performance Management & Continuous Improvement

a. KPI Implementation: The Government will evaluate the soundness and measurability of the proposed KPI performance management system to track baseline PWS 7 metrics.

b. Continuous Improvement: The Government will assess how effectively the Offeror utilizes KPI data to implement root-cause analyses and drive maintenance innovations.

c. Additional KPIs & Innovation: The Government will evaluate the relevance, measurability, and continuous improvement value of the three (3) additional proposed KPIs. Proposed maintenance innovations will be evaluated on their ability to deliver quantifiable cost, schedule, or quality efficiencies to the Government while fully complying with PWS 7.

Subfactor 3: Environmental Stewardship and Waste Stream Management (Oral Presentation)

The Government will evaluate the Offeror's Oral Presentation to determine the soundness, safety, feasibility, and regulatory compliance of the proposed active waste stream management and legacy NC Fines elimination strategies. The evaluation will be based on the following four elements:

1. Integrated Active Waste Stream Management Plan

a. Minimization and Monetization: The Government will evaluate the soundness of the Offeror's waste minimization and byproduct monetization strategies. The evaluation will assess the credibility of the identified commercial outlets and the feasibility of the tracking methodology to report cost savings and revenue to the Government.

b. Active Storage Compliance: The Government will evaluate the adequacy of the inventory tracking, aging analysis, and "disposition-triggering" procedures to ensure that newly generated operational waste is not stored for longer than two (2) years and is fully compliant with RCRA permits.

c. KPI Metrics: The Government will evaluate the relevance, measurability, and continuous improvement value of the three (3) proposed active waste KPIs.

2. Technical Approach to Legacy NC Fines Elimination

a. Technical Processing Soundness: The Government will evaluate the technical feasibility and safety of the proposed equipment, facilities, and processes used for the characterization, segregation, and stabilization of legacy NC Fines.

b. Disposition and Safety: The Government will assess the viability of the final disposition pathway, including transport and disposal safety protocols to minimize personnel exposure and environmental release.

c. Throughput Feasibility: The Government will evaluate the milestone-driven project schedule to determine if the plan to achieve 100% inventory reduction no later than the end of Year 4 is feasible.

3. Environmental, Safety & Health and Risk Management

a. Regulatory & Permit Timelines: The Government will evaluate the Offeror's plan to obtain and maintain necessary federal, state, and local environmental permits (such as RCRA permit modifications) required to execute the NC Fines processing. The evaluation will focus on the feasibility of the permit acquisition timeline.

b. Safety and Risk Mitigation: The Government will evaluate the completeness of safety risks identified (e.g., auto-ignition, friction, and electrostatic hazards of dry NC Fines) and the effectiveness of the proposed proactive mitigations.

c. The Government will evaluate the Offeror's risk mitigation in the event legacy waste volumes are significantly different than assumptions made at time of proposal.

II. VOLUME 2 - PAST PERFORMANCE

1. The USG evaluates past performance information as a predictor of future contract performance. The USG will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the solicitation requirements based on the Offeror's past performance, inclusive of JV partners, New Corporate Entities, Parent or Affiliated Companies, and Major Subcontractors' demonstrated record of recent and relevant performance.

2. It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L. The USG may use any of the following information as it evaluates an Offeror's past performance:

a. Past performance information provided by the Offeror in its proposal for all companies identified in Section A - Contract References;

b. Past performance information obtained from Past Performance Questionnaires; and

c. Past performance information obtained from any other sources available to the USG for all companies identified in Section A - Contract References, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Award Fee/Award Term Determining Officials.

3. The USG is not obligated to interview all points of contact identified by an Offeror nor is the USG limited to the points of contact provided.

4. The USG will first evaluate each reference to determine whether or not it is recent. Recency is defined as:

- any supply contract under which any relevant performance, delivery, or corrective action has occurred within 10 years of this final solicitation issuance,

- Safety services contract under which any relevant performance, delivery, or corrective action has occurred within 7 years of this final solicitation issuance, and

- any services contract for modernization under which any relevant performance, delivery, or corrective action has occurred within 10 years of this final solicitation issuance.

The USG reserves the right to consider any past performance after the solicitation closing date and prior to award.

5. Relevancy. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the past performance reference and the solicitation requirements; in the interest of focusing on the aspects of an Offeror's history of contract/subcontract performance that the Government believes will provide the most context and give the greatest ability to measure whether the offeror will successfully perform the current requirements, relevancy ratings will be based on the following criteria:

a. Determining relevancy for the Offeror's "services" past performance reference: The USG will consider the similarity (in terms of scope, complexity, and magnitude of effort) of the services that were or are being provided in the referenced contract to both of the two following types of services:

i. Successfully completed Safety services at a chemical and/or energetic production facility associated with the "supply" reference(s) identified in paragraph b. below and consider the following requirements:

Experience Modification Rate (EMR) or OCONUS equivalent

3-Year Average Total Case Incident Rate (TRIR)

ii. Successfully completed Modernization projects at a chemical and/or energetic production facility. Referenced projects with a maximum contract value of less than $15M will not be considered similar in magnitude of effort to this requirement and thus will not be relevant for Modernization services.

b. Determining relevancy for the Offeror's "supply" past performance reference: The USG will consider the similarity (in terms of scope, complexity, and magnitude of effort) of the products that were or are being provided in the referenced contract to those required for this effort (including such aspects as the complexity of the chemical/energetic manufacturing processes, the variability of products, and the volume of products). Referenced supply contracts/subcontracts with a maximum contract value of less than $5M will not be considered similar in magnitude of effort and thus not relevant.

c. If a contract reference contains both supply and service elements, said reference will receive relevancy ratings for the service elements and a relevancy rating for supply elements.

d. The relevancy of the past performance information will be evaluated as follows:

Past Performance Relevancy Ratings	
Rating:	Definition:
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

6. The USG will review past performance information collected on the recent and relevant contracts to determine the quality of the Offeror's performance. The USG may consider the recency, relevancy, source, context of the past performance information it evaluates, general trends in performance, safety information, and demonstrated corrective actions. With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future performance, or future inadequate performance, and have more influence on the past performance confidence assessment than past performance of lesser relevance. If the Offeror is a new entity and has provided contract references for a predecessor company, the USG will determine whether documentation has been provided that sufficiently demonstrates that the predecessor company was acquired, absorbed, and replaced by the prime Offeror as its successor. If contract references for parent or affiliated companies of the prime Offeror, individual JV members or major subcontractors are provided, the USG will determine whether the information submitted adequately demonstrates that the resources of the parent or affiliate will be relied upon and will affect the contract performance and demonstrates that the parent or affiliate will have meaningful involvement in contract performance. If an Offeror provided contract references for entities

comprising of a JV, the USG will take into consideration how the effort required by the solicitation will be assigned to each entity comprising of the JV. Contracts for the JV itself may carry more weight than contracts references submitted for independent entities comprising the JV. In addition, the USG may give favorable consideration to JV relationships in the execution of the RFAAP contract as compared to Prime/Subcontractor relationships.

7. If an Offeror proposes the use of major subcontractors, the Offeror's past performance record will be assessed in its totality to determine the Offeror's overall past performance rating. The USG will take the type of work the Offeror proposes the major subcontractor(s) to perform into consideration when determining an Offeror's past performance confidence rating, as well as the resources parent or affiliated companies of major subcontractors that will be provided or relied upon which will affect the contract performance and demonstrates that the parent or affiliate will have meaningful involvement in contract performance. Relevancy for major subcontractors' parent or affiliated companies will be reviewed only in relation to the specific area(s) the major subcontractor is proposed to perform. Recent and relevant contract references for parent or affiliated companies of the prime Offeror or JV members will be considered in the USG's confidence rating based on an assessment of the resources that will be relied upon for contract performance and the parent or affiliate's areas of meaningful involvement. In evaluating performance history, the USG may review the Offeror's and/or its major subcontractors' current and prior performance record of complying with all aspects of its contractual agreement.

8. Performance Confidence Assessment: Based on an assessment of the recent and relevant past performance information identified, the USG will determine an overall confidence rating for the Offeror in accordance with the definitions below. In the tradeoff analysis, greater value may be given to past performance ratings that are higher and lower than neutral ratings.

Performance Confidence Assessment	
Rating:	**Definition:**
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the USG has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the USG has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence	No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the USG has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the USG has no expectation that the Offeror will be able to successfully perform the required effort.

III. VOLUME 3 - PRICE

1. The USG will evaluate the price proposal submitted in response to the solicitation, but a rating will not be assigned. The USG will derive the Total Evaluated Price (TEP) from the Offeror's Price Matrix Attachment 0019 as follows:

a. For the Production Price Matrix tabs (Volume Range 1 and Volume Range 2):

i. For each production item in the Volume Range 1 and 2 tabs (Attachment 0019) the Offeror will propose a unit price. The unit price will be an Evaluated CLIN Price. The Evaluated CLIN prices and First Article Test prices for each ordering period will be summed to arrive at a Total Evaluated CLIN Price. Total evaluated CLIN prices will be summed and added to the Summary Evaluation Matrix and multiplied by the Facility Volume Weight to arrive at a weighted TEP. The weighted TEP for each range will be summed to arrive at a Total Production TEP.

ii. Given that indemnification cannot be assumed and the request for indemnification is at the Offeror's discretion, Production Price Matrix - Indemnified tab will not be included in the TEP, nor will failing to submit the indemnification matrix render the Offeror unacceptable. If the Awardee has submitted the Production Price Matrix - Indemnified tab, the PCO will determine if pursuing indemnification is in the USG's best interest prior to contract award. If the PCO determines that pursuing indemnification is in the USG's best interest, the Production Price Matrix - Indemnified tab

will be reviewed to determine whether it is fair and reasonable as well as for unbalanced pricing. If the Offeror completes and submits the Production Price Matrix - Indemnified tab, the Offeror shall also complete and submit the Production Price Matrix (without Indemnification).

b. For the PWS Price tab:

i. For each PWS, the Price Matrix (Attachment 0019) will include the PWS's that will be directly funded at the start of the contract. The Offeror shall propose PWS direct funded amounts for Ordering Periods 1 through 10 and shall determine what amount will be applied indirectly to the product prices, with the PWS direct funding showing $0 in Ordering Period 10. The PWS directed funded amounts for each Ordering Period will be summed to arrive at a Total Evaluated PWS TEP in Attachment 0019.

ii. Given that indemnification cannot be assumed and the request for indemnification is at the Offeror's discretion, PWS Price Matrix - Indemnified tab will not be included in the TEP, nor will failing to submit the indemnification matrix render the Offeror unacceptable. If the Awardee has submitted the PWS Price Matrix - Indemnified tab, the PCO will determine if pursuing indemnification is in the USG's best interest prior to contract award. If the PCO determines that pursuing indemnification is in the USG's best interest, the PWS Price Matrix - Indemnified tab will be reviewed to determine whether it is fair and reasonable as well as for unbalanced pricing. If the Offeror completes and submits the PWS Price Matrix - Indemnified tab, the Offeror shall also complete and submit the PWS Price Matrix (without Indemnification).

c. In the Price Matrix Summary Evaluation Matrix tab (Attachment 0019), the Grand TEP will be derived from the Total TEPs across all tabs.

2. In accordance with RFO FAR 15.404-1(b), the USG will use Price Analysis to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the PCO. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other USG agencies and personnel.

3. Cost/Price Realism Analysis. Cost/Price Realism is the process of independently reviewing and evaluating specific elements of the Offeror's proposed cost elements to determine the following: whether the estimated proposed cost elements are realistic and feasible for the work to be performed; whether the proposed cost elements reflect a clear understanding of the requirements; and whether the proposed cost elements are consistent with the unique methods of performance described in the Technical Proposal.

The USG will evaluate proposals for Price Realism. Offerors are cautioned that the USG has concerns with the potential for post-award performance problems if Offerors propose unrealistically low costs. Therefore, the USG reserves the option to reject a proposal if, in the exercise of its judgement of assessing risk, it determines that an Offeror's cost proposal is unrealistically low, regardless of technical merit and/or evaluated costs.

4. As part of the evaluation, proposals shall be reviewed to identify any unbalanced pricing. In accordance with RFO FAR 15.404-6, Unbalanced Pricing, a proposal may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the USG.

5. The USG anticipates receiving adequate price competition under this solicitation; therefore, certified cost or pricing data is not required to be submitted with the proposal. However, in the event the PCO determines that adequate competition does not exist, the USG reserves the right to require certified cost or pricing data to be submitted. Additionally, the USG reserves the right to request data other than certified cost or pricing data in the event such data is necessary to establish a fair and reasonable price.

6. The PCO reserves the right to make no award as a result of the solicitation if, upon evaluation, the proposed price(s) cannot be determined fair and reasonable.

IV. VOLUME 4 - SMALL BUSINESS

1. Small Business Participation Proposal Rating Methodology: The USG will assign an overall Small Business Participation Rating based on the level of small business participation. This requirement applies to Other Than Small Business Offerors (OTSB) only. Small Business Offerors will be given an Outstanding rating for this factor.

2. Small Business Participation Commitment: The USG will review the contents of solicitation Attachment 0033, Small Business Participation Commitment Document (SBPCD), integrated with the Small Business Participation Commitment methodology. The USG will consider the following aspects when evaluating the Offeror's Small Business Participation:

a. Degree to which an Offeror meets or exceeds the USG's overall Small Business goal of 16.57%. The USG will also consider the proposed Small Business Participation Commitment methodology when evaluating the proposed socioeconomic goals.

b. The proposed Small Business Participation Commitment methodology is well-reasoned and thought out with reliable data and any risk is appropriately assessed and mitigated.

c. Degree to which the Offeror describes specific initiatives and how it directly supports industrial base growth and resiliency.

d. Degree to which the Offeror has binding agreements in place with small business teaming partners/subcontractors. Enforceable commitments are to be weighted more heavily than non-enforceable ones.

e. If applicable, degree to which demonstrated small business history has met or exceeded its small business utilization on similar contract/efforts.

3. The USG will develop one overall Small Business Participation rating for each Offeror based on the evaluation criteria described above and assign an adjectival Small Business Participation Rating from the table below:

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

4. OTSB Offerors' Small Business Subcontracting Plans will not be evaluated as part of the Small Business Participation Factor. The apparent awardee's Plan will be reviewed as part of the responsibility determination; the Plan must be acceptable and address the elements set forth in FAR Clause 52.219-9(d)(1) through (15) and must reflect and be consistent with the commitments offered in the final revised SBPCD (Attachment 0033). OTSB Offerors shall submit acceptable subcontracting plans to be eligible for award. The awardee's SBPCD (Attachment 0033) and the Small Business Subcontracting Plan will be incorporated into any resultant contract.

V. VOLUME 5 - INDEMNIFICATION REQUEST PACKAGE itself will not be included in the evaluation.

The Production Price Matrix - Indemnified tab and/or the PWS Price Matrix- Indemnified tab of Attachment 0019 will not be included in the TEP, nor will failing to submit the indemnification matrices render the Offeror unacceptable. However, if the PCO determines that pursuing indemnification is in the USG's best interest, these prices will be evaluated to determine whether they are fair and reasonable as well as for unbalanced pricing. The prices are binding if indemnification approval is ultimately provided and approved by the Secretary of the Army and will be utilized in contract execution accordingly.

VI. VOLUME 6 - CONTRACTUAL DOCUMENTS

1. This Volume will be evaluated based on completeness of documents required to be included in this Volume.

2. Small Business Subcontracting Plan: Any other than Small Business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award. Small Business Subcontracting Plans will be evaluated for compliance with RFO FAR 19.206 and FAR 52.219-9 Alternate II Small Business Subcontracting Plan. Small Business Subcontracting Plans will be evaluated for compliance and determined acceptable or unacceptable. An unacceptable rating may disqualify an Offeror from award.

3. The Offeror's Property Management Plan will be evaluated in accordance with FAR 9.104-1(e) and FAR 52.245-1. Review of the Offeror's Property Management Plan will be conducted to determine the acceptability of the Offeror's approach to satisfy the outcomes listed in FAR 52.245-1 (f)(1) and the net-centric electronic approach to Government Furnished Property traceability. Property Management Plans will be evaluated for compliance and determined acceptable or unacceptable. An unacceptable rating may disqualify an Offeror from award.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)	2026-02		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		