SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
▶	DOA6	1 95

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W519TC-25-R-0016	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2026JUL30	SEE SCHEDULE

7. Issued By	Code	8. Address Offer To (If Other Than Item 7)
ARMY CONTRACTING COMMAND - RI CCRI ROCK ISLAND, IL 61299-8000	W519TC	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm **(hour) local time** 2026AUG31 **(Date).**

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

10. For Information Call: ▶	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	BENJAMIN C. RIESSEN	(520)	693-0295		BENJAMIN.C.RIESSEN.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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) ▶	Item
☒ 10 U.S.C. 2304(c)(7) ☐ 41 U.S.C. 253(c)( )		25

24. Administered By (If other than Item 7)	Code	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.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BENJAMIN C. RIESSEN
Buyer Office Symbol/Telephone Number: CCRI/(520)693-0295
Type of Contract 1: Fixed Price with EPA - Actual Costs
Type of Contract 2: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

Executive Summary:

A.1. This Executive Summary is provided as a synopsis of important and relevant features of Request for Proposal (RFP) W519TC-25-R-0016. If a conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation shall govern.

Acquisition Strategy:

A.2. The Army Contracting Command - Rock Island (ACC-RI), Rock Island, IL has a requirement to procure the M82 Percussion Primer, NSN: 1390-01-648-3692, and the M82A1 Percussion Primer, NSN 1390-01-675-6755.

A.3. The solicitation will utilize the Best Value with Tradeoffs source selection approach. Please refer to Section L.4. for specific proposal instructions and Section M.3. for further information on how proposals will be evaluated and rated.

A.4. This acquisition is restricted to the United States, its outlying areas, and Canada in accordance with the Public Interest Determination under Section 3204(a)(7) of Title 10, United States Code (10 U.S.C. 3204(a)(7)) and Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) 6.103-7(b).

A.5. The U.S. Government (USG) intends to award two (2) Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts with five, twelve-month ordering periods. However, the USG reserves the right to deviate on the number of contract awards based on the USG's requirements and if determined to be in its best interest. Therefore, the USG may make a single award, three awards, or no award at all. Ordering Period 1 requirements will be awarded on a firm-fixed-price (FFP) basis, and Ordering Periods 2-5, if awarded, will be awarded on a fixed price with economic price adjustment (for steel and brass) basis. The offeror shall propose First Article Test (FAT) prices for each ordering period for CLIN 0001 and "not-to-exceed" (NTE) unit prices for all quantity ranges in all ordering periods for CLIN 0002. Awardees will be provided a fair opportunity to compete for future delivery orders. Delivery order prices shall not exceed the prices established in the IDIQ contracts. Awardees will receive a contract for the following Contract Line Item Numbers (CLINS).

CLIN 0001: M82 or M82A1 Percussion Primer First Article Test
CLIN 0002: M82 Percussion Primer, NSN: 1390-01-648-3692; or M82A1 Percussion Primer, NSN: 1390-01-675-6755

A.6. Each IDIQ contract will consist of five, twelve-month ordering periods from date of award, for a total of 60 months, as follows:

Ordering Period 1: Date of Award (DOA) + 365 Days After Award (DAA)
Ordering Period 2: 366 DAA - 730 DAA
Ordering Period 3: 731 DAA - 1,095 DAA
Ordering Period 4: 1,096 DAA - 1,460 DAA
Ordering Period 5: 1,461 DAA - 1,825 DAA

Guaranteed Minimum:

A.7. The guaranteed minimum(s) will be awarded concurrently with the basic IDIQ contract(s) on the initial delivery order issued to each offeror receiving an award.

A.8. The guaranteed minimum dollar amount for this procurement is $5,000.00 for performing a Technical Data Package (TDP) review; reference CDRL A023.

Maximum Dollar Value

A.9. The combined maximum dollar value for all contracts and corresponding orders resulting from this solicitation is $210,378,532.00.

Delivery Orders:

A.10. Each awardee will be eligible to compete for future delivery orders. As requirements are identified, FFP (OP 1) or FP w/EPA (OP 2-5) delivery orders will be competed amongst the awardees. The USG intends to compete delivery orders based on the following factors: price, schedule, and past performance. However, the USG reserves the right to utilize other factors in the competition of delivery

orders as determined necessary to meet requirements.

Quantities and Delivery Schedules:

A.11. Prices should not be entered in Section B. All FAT and NTE unit prices for all quantity ranges in all ordering periods should be entered in Attachment 0001, Price Matrix. If an offeror fails to submit prices for all CLINS, the proposal may be considered unacceptable and the government may reject the proposal. FAT costs are required to be included for each ordering period.

Production delivery terms are F.O.B. Origin. For the initial production delivery order, monthly production deliveries shall start no later than ninety (90) days after FAT is approved or waived. For subsequent orders, monthly production deliveries shall start no later than thirty (30) days after FAT approval or sixty (60) days after issuance of the delivery order if FAT is waived.

Estimated monthly quantities for the M82 Percussion Primer and M82A1 Percussion Primer are listed in Section B.

Ordering Information:

A.12. When a requirement arises, the Contracting Officer will issue a contemplation letter to all awardees for competing the award of FFP (OP1) or FP w/ EPA (OP2-5) delivery orders. The order placement procedures that will be used are set forth in Section H of this solicitation. Offerors are directed to Section I clause FAR 52.216-19 for order limitations. The USG retains the right to modify a delivery order within 30 days after award to place additional quantities on order for a quantity less than the most recent award following the same award procedures (single or split award) as the original delivery order. The contractor shall honor the same unit prices for that additional quantity as in the previous award, and deliveries shall commence immediately after delivery of the original award at the same monthly rate.

> EXAMPLE: ACC-RIA has a requirement for 1,000,000 M82A1 Percussion Primers. The contemplation letters request prices on a 100% Award scenario and a 60%/40% Split Award scenario. The Fair Opportunity competition results in Contractor A receiving a delivery order for 600,000 (60%) M82A1 Percussion Primers and Contractor B receiving a delivery order for 400,000 (40%) M82A1 Percussion Primers. Two weeks later, ACC-RIA receives additional requirements for 200,000 M82A1 Percussion Primers. Contractor A's delivery order may be modified to add an additional 120,000 (60%) M82A1 Percussion Primers at the same price as the initial 600,000 M82A1 Percussion Primers, and Contractor B's delivery order may be modified to add an additional 80,000 (40%) M82A1 Percussion Primers at the same price as the initial 400,000 M82A1 Percussion Primers.

Only ACC-RIA is authorized to issue delivery orders under the resultant IDIQ contract(s).

Hazard Classifications:

A.13. The M82 series primers are determined to be hazardous items. Please refer to Hazard Classification Data Sheets located on the Technical Data Package and Attachment 0006 for further information.

Instructions to Offerors and Evaluation for Award:

A.14. Offerors are advised to carefully read Section L and Section M before submitting its proposal. Offerors must ensure that its proposal is fully complete, including all fill-ins and blanks within the RFP. Failure to provide all information in accordance with this RFP may result in the proposal not being considered for award. In addition, the offeror is responsible for understanding all requirements of the solicitation.

A.15. Offerors should note the provision at RFO 52.215-1, "Instructions to Offerors-Competitive Acquisition". The USG intends to evaluate proposals and award a contract(s) without discussions with offerors.

Additional Information:

A.16. The offeror's proposal shall be valid for 250 calendar days after the close of the solicitation instead of the 60 days as stated on page one of this solicitation, SF33 Block 12.

A.17. All contractors who provide goods/services to the Department of War (DoW) must be registered in the System for Award Management (SAM). The internet site for registering in SAM is https://www.sam.gov. Failure to register in SAM will preclude a contractor from receiving a contract award resulting from this RFP.

A.18. All contractors must have current, accurate, and complete Representations and Certifications in SAM prior to RFP closing. Please refer to https://www.sam.gov.

A.19. Contractors must utilize the Wide Area Work Flow - Receipt and Acceptance system which can be found in Section G, RFO Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.232-7006, of this RFP. This is the USG's electronic process for receipt and acceptance documents as well as contractor payment.

Name of Offeror or Contractor:

A.20. Offerors shall submit a Small Business Subcontracting Plan in accordance with RFO 52.219-9, Alternate 2 for each proposal submitted. One (1) electronic copy of the Small Business Subcontracting Plan is required per proposal. The Small Business Subcontracting Plan will be reviewed in accordance with Army Federal Acquisition Regulation Supplement (AFARS) 5119.206-3. The requirement to submit a Small Business Subcontracting Plan does not apply to small business concerns.

A.21. The Contracting Officer may request that a Pre-Award Survey be done prior to contract award. The Pre-Award Survey is anticipated to be conducted by the Defense Contract Management Agency (DCMA) as prescribed in RFO Defense Federal Acquisition Regulation 209.171, Pre-Award Surveys.

A.22. The USG anticipates conducting a post-award conference(s) for the contract(s) resulting from this solicitation. It is expected that the contractor will be responsible for hosting a post-award conference at or near its location of performance. Hosting is defined as securing meeting facilities for up to approximately 20 participants, and ensuring adequate presentation equipment is available.

A.23. The date/time for receipt of the proposals is established as 4 p.m. CT on 31 August 2026. Proposals shall be submitted electronically (emailed) to Mr. Benjamin Riessen at Benjamin.c.riessen.civ@army.mil before this date/time. Any other type of proposal submission will not be accepted. Any proposal received after 4 p.m. CT on 31 August 2026 will be handled in accordance with RFO 52.215-1(c)(3)(ii).

A.24. This RFP should not be discussed with any USG employee except the Contracting Officer, Ms. Megan Kirby, or her representative, Mr. Benjamin Riessen. Potential offeror's comments and/or questions should be directed in writing by email by 10 a.m. CT on 11 August 2026 to Mr. Riessen at Benjamin.c.riessen.civ@army.mil, and Ms. Kirby, megan.m.kirby.civ@army.mil. Please indicate the RFP number, W519TC-25-R-0016, in the subject line of all email correspondence pertaining to this RFP. The USG intends to respond to all potential offeror's comments and questions in writing via solicitation amendment.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FIRST ARTICLE TEST - M82/M82A1 PERCUSSION PRIMER COMMODITY NAME: M82/M82A1 - FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19200 Mfr Part Number: 13060848 OR 13101860 FAT price must be entered in the Pricing Matrix (Attachment 0001). First Article Test Report shall be submitted in accordance with CDRL A015. (End of narrative B001) Packaging and Marking Government Approval/Disapproval Days: 30 Deliveries or Performance FOB POINT: SHIP TO: (W519TC) XR W6QK ACC-RI ACC ROCK ISLAND BLDG 60 3055 RODMAN AVE ROCK ISLAND,IL,61299-0000			$_____	$_____
0002	PRODUCTION - M82/M82A1 PERCUSSION PRIMER COMMODITY NAME: M82/M82A1 PERCUSSION PRIMER CLIN CONTRACT TYPE: Fixed Price with EPA - Actual Costs The required delivery schedule will have a maximum of up to 115,417 ea units per month and a minimum of 20,000 ea units of any combination of the M82 or M82A1 Percussion Primer configuration. Production unit prices must be entered on the Pricing Matrix (attachment 0001). Ordering Period 1 will be Firm Fixed Priced and Ordering Period 2-5 will be Fixed Priced with EPA.			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001) Packaging and Marking Deliveries or Performance FOB POINT: SHIP TO: (W519TC) XR W6QK ACC-RI ACC ROCK ISLAND BLDG 60 3055 RODMAN AVE ROCK ISLAND,IL,61299-0000				
0003	DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST SERVICE REQUESTED: DD FORM 1423: CDRL CLIN CONTRACT TYPE: Firm Fixed Price The contractor shall prepare and deliver Data submissions in accordance with the requirements, quantities, and schedule set forth in the Contract Data Requirements lists (DD Form 1423), Exhibit A. CLIN 0003 shall not be separately priced. A Material Inspection and Receiving Report is not required. (End of narrative A001)				$ ** NSP **

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. DRAWINGS/SPECIFICATIONS

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

(1) M82 PRIMER, PERCUSSION - NSN: 1390-01-648-3692, DODIC: N523, Drawings and Specifications in accordance with Technical Data Package Listing 13060848: 19200, with revisions in effect as of 05/28/2024, are applicable to the procurement. The following engineering exceptions apply:

PACKAGING:

DOCUMENT	DELETE	SUBSTITUTE	ADD
ACV00617	XX	--	-
19-48-4116/158G	REV -	REV 1	-
13060848	REV A	REV B	-
12977517	REV B	REV C	-

12977517: Note 2, replace M2A1 with M2A2.
12998366: Above title block, part number should be "SEE TABLE"
AWPA-A20 shall be used for this procurement.

SYSTEM SAFETY OFFICE

DOCUMENT	ADD	DELETE
HCSDS #38	X	
HCSDS #42	X	
HCSDS #43	X	
HCSDS #855		X

MIL-G-45654 shall be used for this procurement.
7288719shall be used for this procurement.

(2) M82A1 PRIMER, PERCUSSION, NSN: 1390-01-675-6755, DODIC: NA35, Drawings and Specifications in accordance with Technical Data Package Listing 13101860: 19200, with revisions in effect as of 05/28/2024, are applicable to the procurement. The following engineering exceptions apply:

PACKAGING:
13101861: Note 2, replace M2A1 with M2A2.

DOCUMENT	DELETE	SUBSTITUTE	ADD
ACV00617	XX	--	-
19-48-4116/158G	REV -	REV 1	-
13101861	REV -	REV A	-

12998366: Above title block, part number should be "SEE TABLE"

SYSTEM SAFETY OFFICE

DOCUMENT	ADD	DELETE
HCSDS #38	X	
HCSDS #42	X	
HCSDS #43	X	
HCSDS #855		X

7288719 shall be used for this procurement.
MIL-G-45654 shall be used for this procurement.
AWPA-A20 shall be used for this procurement.

(b) Technical Data Package, including any exceptions thereto, will be obtained electronically in accordance with the Statement of Work titled "Technical Data Package Information and Distribution and Destruction of Restricted Technical Data" in Section C.5. of this document.

*** END OF NARRATIVE C0001 ***

C.2. STATEMENT OF WORK: LIGHT AND MEDIUM PHOSPHATE COATING REQUIREMENT

(a) The following requirements regarding light and medium phosphate coatings are applicable to this statement of work and any resultant contract in addition to those requirements set forth in specification TT-C-490F Amendment 3.

(b) Paragraph 3.2.1 of TT-C-490F Amendment 3 refers to "Procedure Approval." Prior to production, a detailed written procedure identifying cleaning, pretreatment and painting processes shall be submitted to the procuring agency for approval. Process time, temperature, chemical concentrations, process controls and acceptance criteria and any other pertinent details shall be listed for each step of the application process. The procedure shall include the manufacturer and exact proprietary designation of any material used as well as any equipment used in the application of the procedure. The complete procedure which demonstrates ability to pass the performance tests contained herein is to be signed by a company official prior to its submittal for approval. Deviation from the approved procedure is not permitted without written approval from the procuring agency (see Supplementary Requirements for Non-CARC).

(c) Paragraph 3.2.2 of TT-C-490F Amendment 3 refers to Validation Panels. The test panels shall be the same substrate as will be used in production. For parts or panels requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint systems), the preproduction panels or parts three phosphated only; three phosphate plus primer; three phosphate, primer, and topcoat. For parts or panels requiring Alkyd topcoat finishes, the preproduction panels or parts three phosphated only; three phosphate plus topcoat.

*** END OF NARRATIVE C0002 ***

C.3. STATEMENT OF WORK: 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 does not affect 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).

*** END OF NARRATIVE C0003 ***

C.4. RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

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

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

(1) END ITEMS (M82 AND M82A1 PERCUSSION PRIMERS)
(2) CASE
(3) PLUNGER
(4) IGNITION ELEMENT
(5) CHARGE ASSEMBLY
(6) PRIMER #34
(7) SILICONE FOAM GASKET
(8) BLACK POWDER *

*BLACK POWDER SHALL BE OBTAINED WITHIN THE UNITED STATES, ITS OUTLYING AREAS, OR CANADA WHEN AVAILABLE.

(c) The failure of the Contractor or subcontractor(s) to comply with this statement of work shall be considered a material breach of the contract.

(d) The Contractor will insert the substance of this statement of work, including this paragraph (b), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

*** END OF NARRATIVE C0004 ***

C.5. STATEMENT OF WORK - TECHNICAL DATA PACKAGE INFORMATION, AND DISTRIBUTION AND DESTRUCTION OF RESTRICTED TECHNICAL DATA

(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 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):

(i) 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 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. A copy of an approved DD2345 for the data custodian making the request will need to be provided to the Contracting Officer and Contract Specialist via email for this procurement in order to be approved explicit access.

(ii) 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 "mailto: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 CONTROLLED 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 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 to the TDP. You will receive a system generated email from "mailto: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.

(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.

(e) 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.

*** END OF NARRATIVE C0005 ***

C.6. TECHNICAL DATA PACKAGE (TDP) REVIEW

(a) Technical Data Package (TDP) Review: The Contractor shall perform a complete review of the M82 AND M82A1 TDPs with the goal of identifying deficiencies. The TDP Review solicits changes beyond correcting deficiencies required to make the current TDP merely adequate for production. These additional changes are not required prior to start of production and will be implemented at Government discretion. In addition to certification of the adequacy of the TDP for production, the Contractor shall propose beneficial changes to address issues such as, but not limited to, cost reduction, outdated materials, process improvements, environmental issues, and ease of manufacture or testing within this report.

(b) TDP Review Report: The Contractor shall provide a TDP Review Report (DI-MISC-80750, CDRL A023) within 30 days after contract award. Block 10.2 shall be modified to read "The Technical Data Package shall be reviewed and the report shall advise as to the following:". Block 10.2.2 shall not apply. Any recommended changes to the TDP shall not decrease functional performance of the end item.

*** END OF NARRATIVE C0006 ***

SECTION D - PACKAGING AND MARKING

D.1. M82 PERCUSSION PRIMER, PN: 13060848, NSN: 1390-01-648-3692, DODIC: N523

(a) Packaging shall be in accordance with 12977515, revision C, dated 24 DEC 2018.

(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 12977515, revision C, dated 24 DEC 2018. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing 12977515, revision C, dated 24 DEC 2018: N/A.

(e) PERFORMANCE ORIENTED PACKAGING (POP): 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. For multiple year 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: 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: 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: 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: 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 19-48-4116/158G, revision 1, dated 01 JUNE 2024. 19-484116, Revision 14, dated 01 December 2019, applies. This drawing is the basic palletization drawing called out in this contract. 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.2. M82A1 PERCUSSION PRIMER, PN: 13101860, NSN: 1390-01-675-6755, DODIC: NA35

(a) Packaging shall be in accordance with 13101863, revision -, dated 11 JAN 2021.

(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 13101863, revision -, dated 11 JAN 2021. 2-D barcodes are required in accordance with 12999545, revision K, dated 06 May 2021.

(d) The following shall apply to drawing 13101863, revision -, dated 11 JAN 2021: N/A

(e) PERFORMANCE ORIENTED PACKAGING (POP): 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. For multiple year 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: 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: 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: 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.
ar(i) 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.

(j) PALLETIZATION: Shall be in accordance with 19-48-4116/158G, revision 1, dated 01 JUNE 2024. 19-484116, Revision 14, dated 01 December 2019, applies. This drawing is the basic palletization drawing called out in this contract. 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.

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-11	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

(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)

CRITICAL CHARACTERISTICS CONTROL

(a) The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical characteristics (see paragraphs d & e). The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at https://ac.ccdc.army.mil/organizations/QESA/.

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

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

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

Alternate calculated Critical Non-conformance Escape risk:

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

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

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

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

(e) In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in its contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractors additional critical characteristics shall be classified in accordance with guidance located at https://ac.ccdc.army.mil/organizations/QESA/ and shall be submitted to and approved by the PCO prior to production (see DD Form 1423).

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

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

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

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail)(See DD Form 1423).

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

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (See DD Form 1423). The use of the DID report shall not delay notification to the government as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (see DD Form 1423). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

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

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

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

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

*** END OF NARRATIVE E0001 ***

MIL-STD-1916

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

*** END OF NARRATIVE E0002 ***

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

Date of Acceptance _____

Contract Number(s) _____

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

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

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall

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

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

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

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

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

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

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

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

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

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.
(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(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.

Name of Offeror or Contractor:

1.0 General Management Plan:
This section shall define managements SPC responsibilities and involvement and shall include managements 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 Contractors policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:
List documents that are the basis for the contractors 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 contractors 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 vendors 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 contractors SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

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

2.0 Detailed Plan:
This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:
a. Identify the following for each process/operation by name or characteristic under control:

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

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

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

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

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the 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.

*** END OF NARRATIVE E0003 ***

REWORK AND REPAIR OF NONCONFORMING MATERIAL

(a) Rework and Repair are defined as follows:

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

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

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

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

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

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data

Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

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

*** END OF NARRATIVE E0004 ***

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 items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officers instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

*** END OF NARRATIVE E0005 ***

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 AIEs 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:

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

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

[X] 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 N/A% at a N/A% Confidence Level for Critical/Special Characteristics

(2) Reliability of N/A% at a N/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 contractors 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):

[NA]

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) Governments 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.

*** END OF NARRATIVE E0006 ***

FIRST ARTICLE TEST (GOVERNMENT TESTING)

(a) The Government first article test shall consist of: MIL-DTL-46296 REV D paragraph 3.8.2; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

(b) The first article shall be delivered to: U.S. Army Yuma Proving Ground, ATTN: TEDT-YPY-AM, Bldg 3740, KOFA Firing Range, W61P4X, Yuma, AZ 85365-9108. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

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

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: [N/A]. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including suppliers and Vendors inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractors inspection report a completed DD Form 1222. One copy of the contractors inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

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

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

*** END OF NARRATIVE E0007 ***

FIRST ARTICLE TEST (CONTRACTOR TESTING)

(a) The first article shall consist of: MIL-DTL-46296 REV D paragraph 3.1, 4.2, and 4.4, MIL-DTL-46610 REV F paragraph 3.1 and 4.3 which shall be examined and tested in accordance with contract requirements, the item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

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

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

*** END OF NARRATIVE E0008 ***

SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)

(a) A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: 25 PRIMERS. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST: Ballistic Lot Acceptance Test
REQUIREMENTS: MIL-DTL-46296 REV D paragraph 3.8.3, and 4.7.4
SAMPLE: 25 test samples for BFAT and BLAT
TEST FACILITY: U.S. Army Yuma Proving Ground

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

LAP FACILITY: [NA]

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

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

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

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

(g) The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

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

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

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

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

*** END OF NARRATIVE E0009 ***

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.

*** END OF NARRATIVE E0010 ***

AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING

(a) Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. 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. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing and Acceptance and Description Sheets (for Propellants and Explosives). WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided below.

(b) MHP-WARP Access Procedures
(1) Government or Contractor employee with CAC and AKO account:
(a) Click on the MHP hyperlink which is https://mhpwarp.redstone.army.mil/
(b) Enter CAC PIN when prompted
(c) Click on WARP (ADC)
(d) Click on Help
(e) Click on WARP Request Access and follow instructions

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

(3) After the required certificate is obtained:
(a) Click on the MHP-WARP hyperlink: https://mhpwarp.redstone.army.mil/
(b) Enter ECA password
(c) Click on Help and follow the instructions for obtaining the necessary access

(c) HELP Points of Contact are as follows:
MHP Access (256)313-2143; DSN 897-2143

JMC Quality Administrators for WARP issues usarmy.ria.jmc.mbx.warp@army.mil

(d) Worldwide Ammunition-data Repository Program (WARP)
An online users manual will provide additional help in the development of an ammunition data card. It is recommended that you download and read the users manual prior to inputting your initial data card. The users manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(e) Ammunition Data Card Input
ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirements of MIL-STD-1168. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), who reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code. The use of previously inputted ADCs through the TEMPLATE option significantly reduces input effort, while increasing accuracy and consistency of data.

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

(g) Information Updates
It is important that the System Administrators are apprised when a contractor receives a new contract. The contractor shall notify usarmy.ria.jmc.mbx.warp@army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturers identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new contractor and do not have a Manufacturers identification symbol, you can obtain one by sending an email to usarmy.ria.jmc.mbx.warp@army.mil. The email must contain manufacturers name, address where performance of the contract will take place, and a point of contact.

(h) Report of Contractor Ballistic/Function Testing Module

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

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

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

*** END OF NARRATIVE E0011 ***

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 users manual. Detailed requirements for obtaining and using a manufacturers identification symbol, which is an integral component of the ammunition lot number, can be found in MIL-STD-1168 and the WARP users 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 users 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 Procuring Contracting Officer, the contractor shall include, in the components sections on the ADC representing the deliverable item, as a minimum; all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

M82 End Item Component Listing:

MIL-P-223 Rev D, Powder, Black
8861198 Rev D, Body
8861204 Rev D, Container Assembly
8861201 Rev C, Container Charge Assembly
8861200 Rev G, Cup, Ignition
12937961 Rev B, Disc
8861199 Rev D, Ignition Element Assembly
MIL-L-10827 Rev B, Lacquer, Clear Cellulose Nitrate
MIL-L-46075 Rev A, Lacquer, Red
8861211 Rev D, Plunger (M82)
10522621 Rev AK, Primer No. 34

M82A1 End Item Component Listing:

MIL-P-223 Rev D, Powder, Black
8861198 Rev D, Body (8861198-1 Body, M82A1)
8861204 Rev D, Container Assembly
8861201 Rev C, Container Charge Assembly
8861200 Rev G, Cup, Ignition
12937961 Rev B, Disc
8861199 Rev D, Ignition Element Assembly
MIL-L-10827 Rev B, Lacquer, Clear Cellulose Nitrate
MIL-L-46075 Rev A, Lacquer, Red
13101422 Rev D, Plunger (M82A1)
10522621 Rev AK, Primer No. 34_Hlk175717642
13104123 Rev D, Foam Washer, M82A1

(d) The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.
Drawing Number from paragraph (c) above [N/A], components as follows: N/A

(e) Lot numbers shall be in accordance with MIL-STD-1168 lot number convention and the technical data package requirements. Lot numbers shall be used for all ammunition end items and their major components, including inert, dummy, or non-energetic items and components. 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.

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

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

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

*** END OF NARRATIVE E0012 ***

PROPELLANT REASSESSMENT

(a) In order to determine the functional serviceability of propellant prior to loading into a component item, the systems contractor/producer is responsible for submitting a sample of the propellant lot(s) with a date of manufacture beyond two years of contract award for testing at:

CDR, CCDC, DEVCOM ARMAMENTS CENTER (W907CC)
AMMUNITION RECEIVING OFFICE
FIDLAR ROAD, BLDG.806 (propellant surveillance lots B938)
PICATINNY ARSENAL, NJ 07806-5000

(b) The sample or samples shall be submitted not less than 120 days prior to the date that loading is to commence. The following information shall accompany the sample shipment:

(1) Point of contact information at the systems contractor/producers facility.

(2) Lot number(s) and NSN of propellant/propelling charge requiring assessment.

(3) Estimated start date of project requiring reassessment.

(4) Propellant/Propelling Charge Lot number(s).

(5) Serial or identification numbers of the propellant containers/drums.

(c) Sample selection will be accomplished by or in the presence of a Government Quality Assurance Representative. The sample shall represent the lot(s) undergoing test.

(1) The following table shall be used when determining the number of representative samples that must be selected:

Propellant Type	# Drums per lot	Sample Size
M2, M9 Flake	1 to 5	1 pound
Spheroidal Ball,	6 to 24	2 pounds*
60, 81 & 120mm	15 to 29	3 pounds*
Mortar, Artillery	30 plus	5 pounds*
Stick	# Boxes per lot	May be cut to appropriate length per QAR to accommodate shipping container
	1 to 5	1 pound
	6 to 14	2 pounds*
	15 to 29	3 pounds*
	30 plus	5 pounds*
Propelling Charges	Standard Units of issue to closely approximate pound of charge weight per lot	1/2 pound

*The number of pounds indicates the different number of drums/containers that shall be sampled.

(2) Randomly select the propellant drums/boxes in accordance with the required sample size, and remove to a propellant holding area approved by the Government for a minimum of 36 hours to permit the contents of the drum/boxes to acclimate to ambient temperature. The individual sample containers/bags, shall be adjacent to the drums/boxes. One at a time, open each drum/box and with a clean, brass conductive scoop or a non-sparking cutting device for stick propellant, and remove the required sample, place in the sample container/bag and immediately seal. After sampling is performed immediately reseal the drum/box the sample was drawn from. Continue until all samples are selected, using one bag or container per drum or box to collect the sample. Mark each individual sample with the propellant lot number, drum/box number from which the sample was removed, and annotate with the ship to address identified in paragraph a.

(d) The sample shall be prepared for shipment to CCDC in accordance with the following:

(1) Place bulk propellant samples in a clean and dry watervapor proof antistatic bag or container of minimum size to hold the sample and to allow for grounding as required. Seal bag by one of the following methods:

(i) folding the opening over three times to close and apply two single wraps of tape that overlaps itself a minimum of one inch.

(ii) gather the opening together and tie with a twist tie.

(2) Propellant shall not be removed from increment bags.

(3) Large grain or stick propellant shall be individually wrapped in plastic or be bagged and taped.

(4) Outer pack for samples shall consist of standard ammunition packs meeting the requirements of Title 49, Code of Federal Regulations or latest Bureau of Explosives (BOE) Tariff 6000.

(e) The results of the propellant reassessment pertaining to its suitability for use shall be provided by the PCO within 90 days after submittal to the laboratory at CCDC.

(f) The contractor is responsible for bearing the cost of the Propellant Reassessment performed at the CCDC Propellant Laboratory.

*** END OF NARRATIVE E0013 ***

MIL-STD-1171B, ENERGETIC MATERIAL DESCRIPTION SHEETS AND PROPELLANT LOADING AUTHORIZATION SHEETS

(a) The contractor shall prepare Energetic Material Description Sheets and Propellant Loading Authorization Sheets in accordance with MIL-STD-1171B when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (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 is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Description Sheets and Loading Authorizations module located in the WARP system.

(d) The presence of the contractors 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 Loading Authorizations and Propellant Description Sheets are:

Powder, Black

The explosives/chemicals requiring Description Sheets for Explosives, Chemicals are:

NA

*** END OF NARRATIVE E0014 ***

2-D BAR CODING

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

(b) An approval of the suppliers 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 suppliers initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to HQ, US Army Joint Munitions Command, 2695 Rodman Avenue, ATTN: AMJM-QAP, Rock Island, IL 61299-6000 to be read by a High Performance Bar Code Verification system.

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

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

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

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

*** END OF NARRATIVE E0015 ***

SECTION F - DELIVERIES OR PERFORMANCE

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
F-1	52.247-29	F.O.B. ORIGIN	FEB/2006
F-2	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-3	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)	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 Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

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

"Issuing agency" means an organization responsible for assigning a 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
__N/A_____	__N/A_____

(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

__N/A_____ __N/A_____

(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: N/A.

(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: N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause 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) Governments 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 N/A, 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)

F-4 52.247-33 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 carriers wharf (at shipside, within reach of the ships loading tackle, when the shipping point is within a port area having water transportation service) or the carriers 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 Contractors 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 carriers 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 carriers 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 commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and

(vi) The signature of the carriers 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 Contractors 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 offerors lowest cost when the offeror ships for the offerors 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 Contractors invoice for the supplies.

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

(4) Offerors 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

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)	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.

COMBO which includes INVOICE/RECEIVING REPORT

(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.

INVOICE 2IN1

(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.r

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W519TC
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	SEE SEC. B OF AWARD
Ship From Code	TBD
Mark For Code	SEE SEC. B OF AWARD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
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.

usarmy.ria.acc.mbx.piee-help@army.mil

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

(End of clause)

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions--Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contract	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with

						two ACRNS with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of	Commercial	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based	Performance Based	X	X	N/A	Specified in approved payment. The contracting

Payments	Payments*				officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

*** END OF NARRATIVE G0001 ***

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. OPERATIONS SECURITY (OPSEC) REQUIREMENTS

(a) Formal OPSEC Program: The contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1. The contractor shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected.

(b) OPSEC Training: Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. Level I OPSEC training is available at the following website: "http://cdse.edu/catalog/elearning/GS130.html"

(c) Information Protection: Information or data developed under this contract is the property of the United States Army. All rights are reserved to the Government. The contractor shall not distribute or use the information and data without the express and specific written approval of the Contracting Officer. Instructions for clearing technical material for release to the public and a sample clearance form (SFAE-AMO Form 3002) are included as an attachment to this contract.

(d) Handling, Receiving, Generating, and Destroying of Unclassified Documents: Unclassified/Limited distribution documents shall be destroyed by any method that shall prevent disclosure of contents or reconstruction of the document, rendering it unreadable, indecipherable and irrecoverable. When local circumstances or experience indicates that this method is not sufficiently protective of unclassified limited information, local authorities may prescribe our methods, but shall give due consideration to the additional expense balanced against the degree of sensitivity.

(e) Controlled Unclassified Information (CUI): Contractor employees that will require access to CUI will follow all DoD (DoDI 5200.48) and Army policies regarding access to CUI, and the handling, storage, transmission, and destruction of CUI. Contractor employees are required to complete initial CUI training (available at https://securityhub.usalearning.gov/ index.html) within 30 days of start of performance on the contract, and then annually thereafter. All CUI must be transmitted via encrypted channels such as the DoD Safe Access File Exchange (SAFE) website (https://safe.apps.mil/).

*** END OF NARRATIVE H0001 ***

H.2. CONTRACTOR PERFORMANCE INFORMATION

The successful offeror(s) under this solicitation is advised that, after contract award, its performance under this contract will be subject to an assessment(s) in accordance with RFO 42.11 and AFARS 5142.1103-90. The Department of Defense (DoD) Contractor Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

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

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

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

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

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

The evaluation procedures to be used, to include coordination with the contractor, are detailed in AFARS 5142.1103-90.

*** END OF NARRATIVE H0002 ***

H.3. ECONOMIC PRICE ADJUSTMENT - BRASS AND STEEL (ACTUAL COST)

As prescribed in RFO 16.203-4(c)(2), in lieu of RFO 52.216-4, Economic Price Adjustment - Labor & Material, the following agency-prescribed Economic Price Adjustment (EPA) applies for Ordering Periods 2-5 only:

(a) This clause applies to the price for Brass and Steel only. The amount of any increase or decrease in contract line item prices will be limited to the price of the actual fluctuation in Brass and Steel only, and shall not include such costs as labor, overhead, G&A and profit.

(b) The contractor shall notify the Contracting Officer within 30 days after issuance of a new delivery order, or modification to delivery order awarding additional requirements, for the items listed in paragraph (c) below if the price for Brass and Steel either increases or decreases. This notice shall be provided in writing. [For the purpose of defining contract performance each delivery order shall be considered separate contract performance periods.] The notice shall include the contractor's proposal for an adjustment in the contract line item unit price(s) to be negotiated under paragraph (c) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease in the price of Brass and Steel utilized for performance and the amount of the contractor's proposed contract line item unit price adjustment based on the fluctuation in Brass and Steel price.

(c) Promptly after the Contracting Officer receives the notice and data under paragraph (b) of this clause, the Contracting Officer and the contractor shall negotiate a price adjustment in the contract line item(s) unit price based on the price fluctuation (increase or decrease) for Brass and Steel and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the price of Brass and Steel results in an adjustment allowable under paragraph (d)(3) of this clause. The Contracting Officer shall modify the contract to include the contract line item(s) unit price adjustment and its effective date by revising the contract line item unit price for the:

(1) M82 PERCUSSION PRIMER
(2) M82A1 PERCUSSION PRIMER

and identifying the deliverable contract line item units effected resulting from the increase or decrease resulting from the fluctuation in the price for Brass and Steel. The contractor shall continue performance pending agreement upon, or determination of, any adjustment and its effective date.

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

(1) Any adjustment shall be limited to the effect on unit prices resulting from the increases or decreases in the price for Brass and Steel. There shall be no adjustment for:

(i) Supplies or services for which the production cost is not affected by such changes; or

(ii) Changes in contract line item unit price based on material other than Brass and Steel.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performance before the effective date of the adjustment, unless the contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the price for Brass and Steel which would not result in a net change of at least three percent (3%) of the originally awarded contract line item unit price for the applicable delivery order. The total increase or decrease for any contract line item unit price made under this clause shall not exceed 10% of the originally awarded contract line item unit price (from Attachment 0001 Price Matrix) for the applicable delivery order.

(4) Any adjustments to a contract line item price will only be after the required notification and supporting documentation is provided to the Contracting Officer such as a vendor quote, purchase order, invoices, etc. Any agreed upon adjustments will be made through a modification to the delivery order.

(e) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of the three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the FAR, whichever is earlier.

(f) The information within the EPA Worksheet (Attachment 0007) will be used as the baseline for the life of the IDIQ contract.

(g) Supporting documentation in the form of a vendor quote, purchase order, invoices, etc. (including any escalation applied by the contractor) to substantiate the prices for Brass and Steel will not be considered separately in the determination of price reasonableness. This information is used only in the calculation of an applicable EPA request for Brass and Steel for the delivery order

quantities awarded.

(h) If the contractor fails to provide the detailed data required by the EPA clause or the supporting documentation in its proposal submission, the contractor will be ineligible for any upward adjustments to unit prices as a result of an increase in the price for Brass and Steel.

*** END OF NARRATIVE H0003 ***

H.4 ORDERS UNDER MULTIPLE AWARD CONTRACTS

(a) In accordance with RFO 16.507-2, future requirements will be competed between the IDIQ contract awardees with consideration given to all or any combination of Price, Delivery Schedule and/or Past Performance. Prices submitted on the Price Matrix (Attachment 0001) will be the NOT TO EXCEED (NTE)/CEILING prices for future requirements.

(b) When a requirement arises, eligible offerors will be asked to confirm the prices previously submitted in response to W519TC-25-R-0016 through the issuance of a contemplation letter. The prices offered cannot be higher than those proposed on the Price Matrix in its proposal unless the Government changes the terms of the contract. Prices must be confirmed or revised, in writing, within fourteen (14) calendar days of the request unless otherwise specified by the Government.

*** END OF NARRATIVE H0004 ***

H.5 EVALUATION AND BASIS FOR AWARD OF FUTURE DELIVERY ORDERS

(a) When a requirement arises after the initial delivery order for the guaranteed minimum dollar amount, IDIQ contract awardees will be asked to submit proposals for that requirement.

(b) The exact criteria/factors for awarding future delivery orders, including their relative order of importance, will be identified in a contemplation letter issued by the Contracting Officer to the contractors who have been awarded an IDIQ contract resulting from this solicitation. When in the best interest of the Government, the contemplation letter will also state if multiple (split) awards are desired. This decision will be based on economical quantities, industrial base considerations, delivery requirements, or other factors. Please note that the prices proposed by offerors in the Price Matrix, Attachment 0001, will be valid for the life of the IDIQ contract.

(c) The Government intends to conduct a Fair Opportunity competition amongst the awardees for each future requirement; however, the Government reserves the right to issue a unilateral delivery order if it is determined to be the Government's best interest. The Government reserves the right to issue a single delivery order, without competition, if it is determined that an exception to Fair Opportunity applies in accordance with RFO 16.507-6(b).

(d) Basis for Award of Future Delivery Orders: The Government will select for award the offeror(s) that is(are) the most advantageous and represent(s) the best value to the Government with appropriate consideration given to the following evaluation factors: Price, Delivery Schedule and/or Past Performance. The Government reserves the right to make an award to other than the lowest priced offeror or other than the offeror with the best delivery schedule if the Contracting Officer determines that to do so would result in the best value to the Government.

(1) Price: The prices offered cannot be higher than the NTE/ceiling prices on the Price Matrix in the resultant IDIQ contract, unless the Government changes the contract terms.

(2) Delivery Schedule: The Government will conduct a risk assessment to address the uncertainty associated with the proposed delivery schedule being met. The risk assessment will consider both the probability of missing an expected delivery date and the impact of missing an expected delivery date. The risk assessment will consider the realism of the proposed delivery schedule in conjunction with the information provided by the offeror. As described below, the following adjectival rating will be used for evaluating Delivery Schedule risk:

Outstanding (Blue): Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

Good (Purple): Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

Acceptable (Green): Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal (Yellow): Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful contract performance is high.

Unacceptable (Red): Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

(3) Past Performance: The assessment of past performance will be based on prior performance under this contract; contractors will not be required to provide additional past performance information. Each offeror will be assigned a Confidence Assessment Rating as described below:

Substantial Confidence: Based on the offeror's recent/relevant performance record, the Government 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 Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence: Based on the offeror's recent/relevant performance record, the Government 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 Government has no expectation that the offeror will successfully perform the required effort.

Unknown Confidence (Neutral): 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.

(e) No Protest Rule: In accordance with RFO 16.508, no protest under part 33 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract; or a protest of an order valued in excess of $35 million.

*** END OF NARRATIVE H0005 ***

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	NOV/2021
I-5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-8	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-9	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)	FEB/2026
I-10	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)	FEB/2026
I-12	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)	FEB/2026
I-13	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)	FEB/2026
I-14	52.210-1	MARKET RESEARCH(FEB 2026)	FEB/2026
I-15	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (FEB 2026)	FEB/2026
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (FEB 2026)	FEB/2026
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) -- ALTERNATE II (FEB 2026)	FEB/2026
I-22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (FEB 2026)	FEB/2026
I-23	52.222-3	CONVICT LABOR	JUN/2003
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION (FEB 2026)	FEB/2026
I-25	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-26	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-27	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-28	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-29	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-30	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS(APR2026)	APR/2026
I-31	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-32	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984

	Regulatory Cite	Title	Date
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	MAY/2014
I-41	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-42	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-43	52.232-25	PROMPT PAYMENT	JAN/2017
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-45	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-46	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-47	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-48	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-50	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-53	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)	APR/2026
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-58	52.248-1	VALUE ENGINEERING	JUN/2020
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	FEB/2026
I-62	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)	JAN/2023
I-64	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
I-65	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-68	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
I-69	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-70	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-71	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)	OCT/2024
I-72	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-73	252.216-7010	POSTAWARD DEBRIEFINGS FOR TASK ORDERS AND DELIVERY ORDERS (DEC 2022)	DEC/2022
I-74	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-75	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (NOV 2023)	NOV/2023
I-76	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-77	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-78	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-79	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)	JAN/2023
I-80	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-81	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-82	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-83	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-84	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-85	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-86	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	SEP/1989

(a) The Contractor shall test in accordance with MIL-DTL-46296 REV D paragraph 3.1,4.2, and 4.4, MIL-DTL-46610 REV F paragraph 3.1 and 4.3 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within "SEE CDRL A015" calendar days from the date of this contract to the PCO marked First Article Test Report: Contract No. ___, Lot/Item No. ___. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

(End of Clause)

I-87 52.209-4 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING SEP/1989

(a) The Contractor shall deliver in accordance with MIL-DTL-46296 REV D paragraph 3.8.2 within 270 calendar days from the date of this contract to the Government at TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit

specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

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

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

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

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

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

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

(1) progress payments, or

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

(i) The 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)

I-88 52.216-18 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 DATE OF AWARD THROUGH 1,825 DAYS AFTER AWARD.

(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)

Name of Offeror or Contractor:

I-89 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 55,000 ea, 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 1,385,000 ea (Ordering Period 1) and 1,255,000 ea (Ordering Periods 2-5);

(2) Any order for a combination of items in excess of 1,385,000 ea (Ordering Period 1) and 1,255,000 ea (Ordering Periods 2-5); or

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

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

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

(End of Clause)

I-90 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2,194 DAYS AFTER AWARD.

(End of Clause)

I-91 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN SEP/2019

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Amanda Moeller; HYPERLINK "mailto:amanda.j.moeller2.civ@army.mil"amanda.j.moeller2.civ@army.mil

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

I-92 52.219-14 LIMITATIONS ON SUBCONTRACTING (FEB 2026) FEB/2026

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause

[___] By the end of the base term of the contract and then by the end of each subsequent option period; or

[_X_] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions..

(End of clause)

I-93 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE JUN/2003

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

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

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

(b) Contractors obligations.

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

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

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

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

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

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

(c) Remedies available to the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-94 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (NOV 2023) NOV/2023

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

(b) The requirements of DoD Manual 5100.76 apply to the following items of AA&E being developed, produced, manufactured, or purchased

for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
M82 Primer, Percussion	1390-01-648-3692	4/IV
M82A1 Primer, Percussion	1390-01-675-6755	4/IV

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

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

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

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

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

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

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

(End of clause)

I-95 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT NOV/2021

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or

a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-96 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-97 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026) FEB/2026

(a) Definitions. As used in this clause

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

Small business concern

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it __ is, __ is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it __ is, __ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it _ is, _ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it _ is, _ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

I-98 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026) FEB/2026

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.(1) The Contracting Officer may terminate the contract.
(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures

in FAR subpart 9.4.

(End of clause)

I-99 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) FEB/2026

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-100 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) FEB/2026

(a)Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b)Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-101 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) FEB/2026

(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 (if none, insert None) Identification No.

_____

_____

_____

(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)

I-102 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) 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 these addresses:

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)

I-103 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) 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 (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)

I-104 252.219-7996 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-BASIC (DEVIATION 2026-O0037)(FEB 2026) FEB/2026

(DEVIATION 2026-O0037)(FEB 2026)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. As used in this clause

"Summary Subcontract Report (SSR) Coordinator" means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) Submit the Individual Subcontract Report (ISR) to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense."

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Insert the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7997, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.206-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.109(a)(1) and to have further subcontracting opportunities.

(End of clause)

I-105 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-106 252.225-7013 DUTY-FREE ENTRY (AUG 2025) AUG/2025

Definitions. As used in this clause

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means

(1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2)Free Trade Agreement country end product,other than aend product,aMoroccan end product,aPanamanian end product,or aPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either basic or alternate II) clause of this contract; or

(3)Free Trade Agreement country end productother than aend product, Korean end product,Moroccan end product, Panamanian end product,orPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that

are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies
(1) For which no duty is included in the contract price in accordance with paragraph

(b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall

(1) Consign the shipments to the appropriate

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Defense Contract Management Agency (DCMA) St. Louis, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify DCMA St. Louis, Duty Free Entry Team, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to DCMA St. Louis, Duty Free Entry Team, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f)Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA St. Louis, Duty Free Entry Team for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

I-107 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this clause
Covered foreign country means any of the following:
(1) The Peoples Republic of China.
(2) The Russian Federation.
(3) The Islamic Republic of Iran.
(4) The Democratic Peoples Republic of Korea.
(b) Prohibition. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not
(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from
(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

I-108 252.227-7991 RIGHTS IN BID OR PROPOSAL INFORMATION ((DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
"Computer software" is defined in

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, clause of this contract; or

(2) If this is a contract awarded under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.
"Technical data" is defined in

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, clause of this contract; or

(2) If this is a contract awarded under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.

(b) Government rights before contract award. By submission of its offer, the Offeror agrees that the Government

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, will use information contained in the bid or proposal only for evaluation purposes and will not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights after contract award. The Contractor agrees

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government has the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government will not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software the Contractor must deliver under this contract are determined by the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services; ; or DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.

(d) Government-furnished information. The Government's rights with respect to Government-furnished technical data or computer software contained in the Contractor's bid or proposal are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	M82/M82A1 PERCUSSION PRIMER - CONTRACT DATA REQUIREMENTS LIST		026	
Attachment 0001	PRICE MATRIX - M82/M82A1 PERCUSSION PRIMERS		002	
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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)	JAN/2025
K-5	252.204-7007	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)	OCT/2025

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

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

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

Name of Offeror or Contractor:

Officer:

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

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

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

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(eThe Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.2048(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic

purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2026

(a) Definitions. As used in this provision

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the

offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

K-8 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

[ ] (2) Outside the United States.

(End of provision)

K-9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) FEB/2026

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts

which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

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

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

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

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

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of PartI of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] Yes [ ] No

(End of provision)

K-10 252.204-7017 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)

K-11 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (JAN 2023) JAN/2023

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

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

TABLE

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

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial product or commericial service; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

K-12 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from
(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated \'02screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and

(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-13	252.239-7098	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)	APR/2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)	FEB/2026
L-3	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-4	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-5	252.206-7000	DOMESTIC SOURCE RESTRICTION	AUG/2023
L-6	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-8	52.216-1	TYPE OF CONTRACT (FEB 2026)	FEB/2026

The Government contemplates award of a FIRM FIXED PRICED (Ordering Period 1) and FIXED PRICED WITH EPA (Ordering Period 2-5) Contract.

(End of Provision)

L-9	52.233-2	SERVICE OF PROTEST (FEB2026)	FEB/2026

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of Provision)

L-10	52.252-5	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 DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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 the U.S. Government Accountability 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 RFO 33.104. 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
E-mail: HYPERLINK "mailto:usarmy.redstone.usamc.mbx.protests@army.mil"usarmy.redstone.usamc.mbx.protests@army.mil
Fax: 256-450-8840

The AMC-level protest procedures are found at:

http://www.amc.army.mil/Connect/Legal-Resources/

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 L0001 ***

ARMY CONTRACT WRITING SYSTEM (ACWS) TRANSITION - INFORMATION FOR OFFERORS

(a) The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this solicitation.

(b) During this transition period, Offerors are hereby advised:

(1) The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:

(i) This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.

(ii) If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.

(iii) A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

(2) The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:

(i) Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter existing quote/proposal terms, or could affect Contract performance post-award.

(ii) Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.

(iii) Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

(3) The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.
ar (4) In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:

(i) May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.

(ii) Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.

(iii) Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.

(iv) Will issue a complete, properly formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

*** END OF NARRATIVE L0002 ***

L.1. PROPOSAL SUBMISSION

L.1.1. General Instructions: This section contains general proposal submission instructions as well as specific proposal requirements for the M82/M82A1 Percussion Primers acquisition.

L.1.1.1. Proposals shall consist of the following for all contract line item numbers (CLINs) and shall be submitted in accordance with (IAW) this section.

L.1.1.2. Information pertaining to the requirements for each proposal volume is contained in Section L.4., Specific Proposal Instructions.

L.1.1.3. In general terms, proposals shall consist of the following factors and sub-factors and shall be submitted in accordance with this section:

- Volume 1 Technical Factor (Submission of the required information IAW Section L.4.1.)
  - -- Sub-factor 1: Production Capability
  - -- Sub-factor 2: Quality System
  - -- Sub-factor 3: Management System
- Volume 2 Past Performance Factor (Section L.4.2.)
- Volume 3 Price Factor (Section L.4.3.)
- Volume 4 Small Business Participation Factor (Section L.4.4.)

L.1.2. Proposals shall be specific, complete and address each of the designated factors listed below. Failure to provide the required information/documentation in response to these instructions may result in your proposal being rejected.

L.1.2.1. Offerors are responsible for confirming with the Procuring Contracting Officer (PCO) and/or Contract Specialist that the proposal submitted has, in fact, been received by the PCO and/or Contract Specialist. This must be done by the date/time set forth in the solicitation for receipt of proposals.

L.1.2.2. The Government intends to award two (2) fixed price with economic price adjustment (FP w/EPA) Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts with five, twelve-month ordering periods. However, the Government reserves the right to deviate on the number of contract awards based on the Government's requirements and if determined to be in its best interest. Therefore, the Government may make a single award, three awards, or no award at all.

L.1.2.3. At or near the time of IDIQ contract award, the successful offerors will be awarded the first delivery order with the

Minimum Guaranteed Amount (MGA). The MGA amount is $5,000.00. Each successful offeror will receive the MGA and shall provide a thorough review of the Technical Data Package (TDP); reference Section C.6. and Exhibit A023. Subsequent delivery orders will be competed between all of the contractors that have been awarded an IDIQ contract with Price, Schedule, and Past Performance as potential evaluation factors. Reference Section H.5. of the RFP.

L.1.2.4. Each offeror shall provide the information as required by this solicitation (including attachments and exhibits) in the proper format as described in Section L.3., Format for Proposals. Proposals must contain all information as required by the solicitation and should be put into the format as described herein. Proposals that do not contain all of the information requested in the solicitation risk being evaluated as unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.1.2.5. The proposal must not merely repeat the solicitation requirements but rather must provide documentary evidence in support of conclusive statements of how the contract requirements will be met.

L.1.2.6. The Government intends to award without negotiations (see RFO 52.215-1). However, the Government reserves the right to open negotiations if determined necessary by the PCO. If negotiations are necessary, the PCO shall establish a competitive range comprised of the most highly rated proposals. Only those offerors within the competitive range will be included in negotiations and considered for an award.

L.1.2.7. If negotiations are conducted, offerors within the competitive range will be asked to respond to all Evaluation Notices (ENs). Once all ENs have been answered, and the PCO determines it is appropriate to close negotiations, the PCO will request Final Proposal Revisions (FPRs). FPRs for the Technical, Past Performance, Price, and Small Business Participation Factors will be required IAW the request for FPRs. If FPRs are requested by the PCO, offerors may revise any portion of its proposal if they choose and include them in the FPR.

L.1.2.8. The Offeror shall enter not-to-exceed (NTE)/ceiling unit prices for all quantity ranges and all ordering periods on the Price Matrix (RFP Attachment 0001). Failure to completely fill out the Price Matrix may result in the proposal being determined unacceptable. All unit prices proposed for each quantity range and each ordering period will be evaluated and binding. The ceiling prices will establish not-to-exceed prices for each M82/M82A1 Percussion Primers quantity range during each ordering period. The Government reserves the right to require submission of additional data (i.e. data other than certified cost or pricing data) as necessary to validate the reasonableness of an offer.

L.1.2.9. In order to receive an award, a successful offeror must have the capability to produce both the M82 and M82A1 Percussion Primer. Offerors that do not have the capability to produce both configurations will not be considered for award of this acquisition.

L.1.2.10. The Government will not reimburse offerors for incurred costs associated with preparation of proposals.

L.1.2.11. All proposals shall be submitted in English language and prices shall be proposed in U.S. dollars.

L.1.3. All questions concerning this procurement, either technical or contractual, must be submitted in writing to the PCO and Contract Specialist. No direct discussion between the technical representatives and a prospective offeror will occur. Questions shall be sent to the following points of contact:

E-mail: megan.m.kirby.civ@army.mil
E-mail: benjamin.c.riessen.civ@army.mil

L.1.4. Proposals shall be submitted electronically to megan.m.kirby.civ@army.mil and benjamin.c.riessen.civ@army.mil. Due to file size restrictions, proposals may be submitted to these points of contact through DoD SAFE, https://safe.apps.mil/ by the date and time specified on the solicitation. Offerors shall contact the points of contact identified in the Section A Executive Summary of this RFP to request a DoD SAFE link for submission.

L.2. PROPOSAL INSTRUCTIONS

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

L.2.1.1. One completed signed electronic copy of the complete solicitation, Standard Form 33 (SF33) and continuation sheets (Section A through M) and acknowledgement of all amendments. The solicitation and amendment(s) must be signed by an individual authorized to bind the Offeror. Offerors must submit a completed Price Matrix (RFP Attachment 0001) as stated in Section L.4.3. and include completed Certifications and Representations as provided in Section K of the RFP.

L.2.1.2. One (1) electronic copy of the proposal volumes, as reflected in L.3., compiled using the Portable Document Format (pdf). The Price Factor volume shall be contained in a separate electronic document from the non-price factors. The electronic copies must be clearly marked with the Offeror's Name and Solicitation Number.

L.2.1.3. Offerors are directed to thoroughly read the solicitation and fill-in information on all appropriate clauses as stated in the solicitation. Specifically, RFP attachments that require fill-in information include, but are not limited to, the following:

Attachment 0001 - Price Matrix
Attachment 0007 - EPA Adjustment Worksheet
Attachment 0009 - Past Performance Questionnaire
Attachment 0010 - Small Business Participation Commitment Document

L.2.1.4. For any fill-ins that are not applicable (N/A), the Offeror must acknowledge by indicating N/A.

L.2.1.5. As a requirement under this solicitation, all offerors must submit Representations/Certifications data into the System for Award Management (SAM) Database at https://www.sam.gov/. The purpose of electronic representations and certifications is to provide all offerors with a portal in which to submit their Representations/Certifications in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract solicitation. Any offeror that has previously submitted its Representations/Certifications data into SAM is reminded to update the data prior to submitting its proposal and shall ensure its records are not expired.

L.2.1.6. All offerors, other than small business concerns, must submit a Small Business Subcontracting Plan with its initial proposal as required by RFO 19.109, RFO 19.109(e)(2)(i), RFO 52.219-9 Alternate II Small Business Subcontracting Plan and RFO DFARS 252.219-7996 Small Business Subcontracting Plan (DoD Contracts).

L.2.1.7. The Offeror's proposal shall be valid for the number of days identified in Section A of the solicitation.

L.3. FORMAT FOR PROPOSALS

L.3.1. Each proposal shall be submitted in separate volumes as set forth below:

L.3.1.1. Volume 1: Technical Factor

L.3.1.1.1. Sub-factor 1: Production Capability - Combined maximum of 75 pages for Sub-factors 1 and 2.

L.3.1.1.2. Sub-factor 2: Quality System - Combined maximum of 75 pages for Sub-factors 1 and 2.

L.3.1.1.3. Sub-factor 3: Management System - Maximum of 10 pages for Sub-factor 3.

- A maximum of 85 pages total for Sub-factors 1, 2 and 3 combined.

L.3.1.2. Volume 2: Past Performance Factor - Maximum of 25 pages.

L.3.1.3. Volume 3: Price Factor - The maximum page limit allowance is limited strictly to a completed Price Matrix (RFP Attachment 0001), a completed EPA Adjustment Worksheet (RFP Attachment 0007), and additional supporting documentation (vendor quotes, purchase orders, invoices, etc.) to support the EPA Adjustment Worksheet. Refer to Section L.4.3. for submission requirements.

L.3.1.4. Volume 4: Small Business Participation Factor. Maximum of 20 pages.

L.3.2. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume are to be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer.

L.3.3. Written Proposal Format Limitations:

L.3.3.1. Each volume shall be as brief as possible, while still including all required information, and shall not exceed the maximum number of pages listed above in Section L.3.1. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation will not be evaluated. Annexes, documentation, and attachments will count against the page limitations. Additional pages over the maximum allowed will be removed or not read and will not be evaluated. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: title pages, table of contents pages, cross-referencing pages, acronym lists, page dividers (used to separate proposal sections), Integrated Master Schedule (IMS), and Process Flow Diagram. Single pages shall not exceed 8-1/2 inches in width by 11 inches in length; however, foldout pages depicting such items as sketches, factory floor layouts, flow diagrams, etc. may exceed 8-1/2 inches in width by 11 inches in length, with each fold counting as one page.

L.3.3.2. Offerors shall submit proposals that are clear, concise, and readily readable. To ensure accurate analysis by automated evaluation tools and maintain the integrity of the source selection process, the following restrictions apply:

- Visible Text Only: All proposal content must be presented as visible text. The inclusion of any concealed text is strictly prohibited. Concealed text includes but is not limited to:

  -- Micro-text (text with a font size below 8pt)
  -- White text on a white background
  -- Text utilizing colors that render it indistinguishable from the background
  -- Text hidden within images or graphics

- Font and Size: Proposals must adhere to the following font and size requirements:

  -- Font Family: Times New Roman or Arial
  -- Font Size: No smaller than 12 point

- Formatting Consistency: All text must apply uniform formatting throughout the proposal. Variations in font size, color, or style that the Government deems manipulate or obscures the readability of content are prohibited.

- Compliance Verification: The Government may conduct technical verification to ensure compliance with these requirements. Proposals found to contain concealed or manipulated text will be considered non-compliant and may be rejected.

L.3.3.3. The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offerors shall provide a proposal that, at a minimum, addresses those evaluation factors and sub-factors required in Section L of the solicitation. Each proposal shall address the requirements of the TDP and information required by the solicitation.

*** END OF NARRATIVE L0003 ***

L.4. SPECIFIC PROPOSAL INSTRUCTIONS

Offerors are responsible for including sufficient details (i.e. drawings, test data) to permit a complete and accurate evaluation. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarifications. All information and data provided shall be specific to the M82/M82A1 Percussion Primers, except for the area of Past Performance.

It is the responsibility of the Offeror to provide complete and thorough explanations for each factor/sub-factor submitted as required by Section L. Each volume, to include all factors/sub-factors, shall be submitted with its initial proposal, and the Government is not obligated to make another request for the required information. Performance or capabilities proposed above mandatory minimums may be incorporated into the contract IAW RFO 15.204(b)(4).

In response to the solicitation, the Offeror must address the following factors and sub-factors:

L.4.1. VOLUME 1: Technical Factor

Required criteria for the Technical Factor proposal are detailed below. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

L.4.1.1. Sub-factor 1 - Production Capability

L.4.1.1.1.A. The Offeror shall provide a detailed description and Process Map of the proposed manufacturing processes of the M82/M82A1 Percussion Primers for both the prime contractor and any major/key subcontractors.

- The Process Map shall include all steps required for material processing, manufacture, assembly, testing, inspection, marking, coating, packaging and storage, as well as the sequence of operations for all assemblies, subassemblies and parts.

- The detailed description shall indicate which elements are manufactured in-house, which are subcontracted, or are purchased material/parts.

- The Offeror shall identify both prime and any major/key subcontractors' essential manufacturing and test facilities, equipment, and tooling.

L.4.1.1.1.B. The Offeror shall provide a detailed description of anticipated key parameters and potential manufacturing difficulties that may be encountered. The description shall include the steps necessary to control these parameters and mitigate risk.

L.4.1.1.1.C. The Offeror must provide information and data on facilities, equipment, and tooling required to concurrently meet the minimum production rates for the items listed below. Descriptions shall include expected throughput and maximum rates

available, bottleneck operations, and downtime:

- A minimum of 20,000 each M82/M82A1 Percussion Primers per month.

L.4.1.1.2. The Offeror shall identify maximum monthly production capacity, equipment, and tooling for both the prime contractor and major/key subcontractors.

L.4.1.1.3. The Offeror shall identify the bottlenecks within the manufacturing process whose individual capacity limits the overall capacity of the entire manufacturing process. The Offeror shall analyze the bottlenecks impacts and provide mitigation strategies for the processes identified as the bottlenecks.

L.4.1.1.4. The Offeror shall provide documentation that it has obtained or can obtain by date of award, the appropriate safety approvals (including facilities) to handle hazardous materials as required by the solicitation. The Offeror shall identify whether it has adequate hazardous storage capability. The Offeror shall include copies of licenses/certificates for the respective hazard classifications or a detailed plan for how these (licenses, certificates, and facilities) will be obtained.

L.4.1.2. Sub-factor 2 - Quality System

L.4.1.2.1. The Offeror shall provide a description of its Quality Management System (QMS) to meet the Quality Assurance requirements as defined in this solicitation. The Offeror shall describe in detail the plan that is to be used for the M82/M82A1 Percussion Primers, as well as the following:

L.4.1.2.1.A. The Offeror shall describe its quality system in sufficient detail to demonstrate its suitability for use in producing, inspecting and delivering the M82/M82A1 Percussion Primers.

L.4.1.2.1.B. The Offeror shall indicate whether its quality system is certified to, or compliant with, ISO 9001 (or equivalent systems acceptable to the Government). Should the quality system be certified to an industry standard, proof of certification must be provided.

L.4.1.2.1.C. The Offeror's description of its QMS should include, but is not limited to, control of documents/records, internal and external audits, calibration procedures, internal corrective action procedures, control of nonconforming material, and personnel training procedures/records.

L.4.1.2.1.D. The Offeror shall describe the process that will be used to flow down all quality requirements to major/key subcontractors and suppliers, and how it will be used to verify there is adequate control of vendor product.

L.4.1.2.1.E. The Offeror shall identify and describe the Quality tools, systems, or any other initiative to be used to minimize quality problems in support of the solicitation requirements.

L.4.1.2.1.F. The Offeror shall demonstrate understanding of the following quality requirements:

- Measurement System Evaluation clause;
- MIL-STD-1916 sampling;
- Statistical Process Control or Process Capability, Control, and Improvement clause (as required in the solicitation/contract); and
- Ammunition Data Card as stated in the solicitation/contract requirements for the M82/M82A1 Percussion Primers.

L.4.1.2.2. The Offeror shall provide a detailed plan to control the critical characteristics of the M82/M82A1 Percussion Primers, to meet the requirements of the solicitation. The control plans must be realistic and supportable. The plans will address, at a minimum, the following:

L.4.1.2.2.A. The Offeror shall identify each critical characteristic and related critical processes for the M82/M82A1 Percussion Primers.

L.4.1.2.2.B. The Offeror shall describe in detail each piece of equipment involved in the inspection and the specific processes for inspection of each critical characteristic at both the prime and subcontractor level.

L.4.1.2.2.C. The Offeror shall provide a detailed description of the steps to be taken to prevent a critical defect from occurring, to include the identification of the processes and areas that could contribute to a critical non-conformance, and how those processes will be controlled.

L.4.1.2.2.D. The Offeror shall describe the process to be followed if a critical defect occurs.

L.4.1.2.3. The Offeror shall describe all processes to meet the quality requirements on major and minor characteristics.

L.4.1.3. Sub-factor 3 - Management System:

L.4.1.3.1. The Offeror shall provide a Management Plan with details on how the manufacturing of M82/M82A1 Percussion Primers will meet the requirements of this solicitation, to include, but not limited to, a description of the manufacturing facilities, equipment, processes and skills. This plan shall also include major/key subcontractors. The plan must be realistic, achievable, and supportable.

L.4.1.3.2. The Offeror shall provide an IMS which supports the achievement of First Article Test (FAT) into the minimum production rates identified for each item (refer to Production Capability Sub-factor, Paragraph L.4.1.1.1. for minimum rates).

L.4.1.3.2.A. The IMS shall include and synchronize all significant activities, events, milestones, Contract Data Requirements Lists (CDRLs), long lead items, any equipment verifications and qualifications, and any major/key subcontractors' schedules.

L.4.1.3.2.B. The IMS shall illustrate the interdependencies of all significant activities, events, milestones and CDRLs; and

L.4.1.3.2.C. The IMS shall clearly identify the critical path and provide a supporting narrative analysis of the IMS's critical path.

L.4.1.3.3. The Offeror shall describe and identify the Integrated Product Team (IPT) relevant to this solicitation. This description shall include the IPT structure, listing of key leadership and operational personnel, essential skills, and responsibilities to meet the requirements of this solicitation. The description shall clearly identify personnel in the areas of production and quality, and list their specific qualifications, years of experience, certifications and other information relevant to their ability to meet the requirements in this solicitation. If new personnel are required to meet solicitation requirements, the Offeror shall include a plan on how they will hire/train new personnel.

L.4.1.3.4. The Offeror shall describe its Configuration Management System. Describe how configuration management requirements are flowed down, managed, and controlled at the major/key subcontractor level. The Offeror will also describe its inventory control system. The Offeror shall describe its process to document and control the approved manufacturing processes.

L.4.2. VOLUME 2: Past Performance Factor

L.4.2.1. Volume 2 Past Performance Factor shall be submitted in accordance with the following format:

- Cover Page shall include the Solicitation Number, Offeror Name, CAGE, and Unique Entity Identification - one page limit

- Section 1 Contract References - Three (3) total references maximum using Past Performance Questionnaire (PPQ) Form (RFP Attachment 0009), Part I completed only.

- Section 2 Relevant Delivery and Quality Performance Narratives - Limited to two (2) pages maximum for each reference.

- Section 3 Adverse Contract Performance - No page limitations

L.4.2.2. Section 1 Contract References:

L.4.2.2.1. The Offeror shall submit no more than three (3) contract references with its initial proposal representing recent and relevant performance. It is recommended that offerors limit references to those involving their performance as a prime contractor only.

L.4.2.2.2. Recent project/contracts are defined as prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed or are still being performed anytime within three (3) years of issuance of this solicitation. Work performed on multiple orders under the same contract may be submitted as a single contract reference as long as all of the work supports the same program/solution. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

L.4.2.2.3. Relevant means performance that demonstrates the work efforts performed by the Offeror or its proposed subcontractors involves the same or similar manufacturing processes and quality assurance processes needed to produce and deliver M82/M82A1 Percussion Primers IAW the TDP and solicitation requirements.

L.4.2.3. Past Performance Questionnaire (PPQ):

L.4.2.3.1. For all contracts identified in Part I, a Past Performance Questionnaire must be completed and submitted as provided in the RFP Attachment 0009. The offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to benjamin.c.riessen.civ@army.mil. The offeror shall e-mail to the Contracting

Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day). The Offeror shall include these documents in Volume 3, Section 1 of the proposal.

L.4.2.3.2. To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current contract data and POC information on each reference on the PPQ.

L.4.2.3.3. The Government is not required to interview any POCs identified by the Offeror. The Government reserves the right to use data provided in the Offeror's proposal and data obtained from other sources.

L.4.2.4. Section 2 Relevant Delivery and Quality Performance Narratives:

L.4.2.4.1. The Offeror shall provide a descriptive narrative (limited to two (2) pages maximum for each reference) of each submitted contract reference that describes the contracted work effort detailing how the requirements are relevant to the requirements of this solicitation. Product Part Numbers and applicable National Stock Numbers (NSNs) shall be listed. The narrative shall include the average monthly and yearly contracted delivery quantities.

L.4.2.5. Section 3 Adverse Contract Performance:

L.4.2.5.1. In addition to the contract references, the Offeror shall identify every recent and relevant contract it was awarded that encountered any performance problems. For any contract meeting this description, provide the following information:

A) Contract number and Order number, if applicable
B) NSN
C) Part Number
D) POC/Contracting Officer to include email addresses and telephone number
E) Provide a copy of any Corrective Action Report (CAR), Non-Conformance Report (NCR) or Product Quality Deficiency Report (PQDR)
F) State any corrective actions taken to avoid reoccurrence
G) Describe the extent to which the corrective action has been successful, identifying POC who can confirm the success of the corrective measures
H) The Offeror shall identify any violations related to Occupational Safety & Health Administration (OSHA) and Environmental Protection Agency (EPA).
I) Federal Legal Settlements or Fines. The Offeror shall identify any Department of Defense (DoD), Federal, or state settlements resulting from a legal action or legal decision (example OSHA, EPA, state, other)
J) CAGE/Unique Entity Identification
K) Contracting Officer's Representative name and telephone number, if applicable
L) Contract type (i.e. FFP, CPFF etc.)
M) Award Price
N) Final or projected final price

L.4.2.5.2. The Offeror shall also identify every recent and relevant contract that was terminated for default or cause, in whole or in part, within the past three years of issuance of this solicitation. For any contract falling under these descriptions, provide the following information:

A) Contract number and Order number
B) Date of Termination or Partial Termination
C) POC/Contracting Officer to include email addresses and telephone number
D) Identify reasons for any terminations for default or cause

L.4.2.5.3. The number of contracts and page counts provided in response to L.4.2.5. is unlimited. If there are no contracts meeting the descriptions of L.4.2.5. the Offeror must state as such. Failure to include this information or a statement may be a cause for rejection of an Offeror's proposal as incomplete.

L.4.2.6. The Government reserves the right to use data provided in the Offeror's proposal and data obtained from other sources such as the Contractor Performance Assessment Reporting System (CPARS), the Supplier Performance Risk System (SPRS), past customers, and previous Contracting Officials. To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current data on each reference.

L.4.2.7. References provided on classified contracts or contracts to foreign entities cannot be verified; therefore, classified and foreign contracts will not be evaluated.

L.4.3. VOLUME 3: Price Factor

The Price Factor volume shall be contained in a separate electronic document from the non-price factors to prevent unnecessary and accidental disclosure of sensitive information. The proposal shall consist of:

- One MS Excel electronic file copy of the completed Price Matrix (RFP Attachment 0001);
- One MS Excel electronic file copy of the completed EPA Adjustment Worksheet (RFP Attachment 0007);
- All additional supporting documentation (vendor quotes, purchase orders, invoices, etc.) to support the EPA Adjustment Worksheet.

L.4.3.1. Price Matrix Instructions

L.4.3.1.1. The proposed FAT prices and Production unit prices for all quantity ranges and all ordering periods will be used by the Government to calculate the Total Evaluated Price (TEP).

L.4.3.1.2. The Offeror shall enter fixed ceiling unit prices for all quantity ranges and all ordering periods on the Price Matrix (RFP Attachment 0001). The proposed ceiling unit prices will establish fixed-unit, not-to-exceed (NTE) ceiling prices for each M82/M82A1 Percussion Primers quantity range during each respective ordering period.

L.4.3.1.3. Instructions for completion of the Price Matrix:

A) All information to be filled in by the Offeror is highlighted in blue on the Price Matrix.

B) The Offeror shall enter its full company name in the space provided.

C) The Offeror shall enter its proposed FAT prices and Production unit prices for all CLINs. Proposed prices are restricted and will be limited to a maximum of two decimal places. Offerors shall not enter fractions of a cent beyond two decimal places.

L.4.3.1.4. The Government reserves the right to require the submission of additional data (i.e. data other than certified cost or pricing data) as necessary to validate the reasonableness of an offer.

L.4.3.1.5. The Price Matrix is locked to prevent inadvertent changes. No other information is to be added to the Price Matrix, nor shall Offerors make any changes to the Price Matrix.

L.4.3.1.6. The CLIN structure and a description of the prices to be included in each CLIN are as follows:

- CLIN 0001: First Article Test (FAT) price:

-- The Offeror shall propose a FAT price for each ordering period applicable to the M82 Percussion Primer and M82A1 Percussion Primer.

-- The Total Evaluated CLIN price for CLIN 0001 will be the sum of each FAT price across all ordering periods.

- CLIN 0002: M82A1 Percussion Primer (NSN: 1390-01-675-6755) and M82 Percussion Primer (NSN: 1390-01-648-3692):

-- The Offeror shall propose unit prices applicable to each quantity range for each ordering period.

-- The Total Evaluated CLIN Price for CLIN 0002 will be the sum of each ordering period's Weighted Evaluation Price. The Weighted Evaluation Price for each ordering period will be the sum of each unit price multiplied by the high end of the quantity range and multiplied by the assigned weight (expressed as a percentage). The weight represents the likelihood that a delivery order will be placed in that quantity range.

L.4.3.1.7. The Total Evaluated Price (TEP) will be derived automatically from the Price Matrix. The TEP is identified as "Total Evaluated Price" as shown at the bottom of the Price Matrix and is the sum of the Total Evaluated CLIN Price for CLINs 0001 and 0002.

L.4.3.1.8. All prices for this acquisition shall be stated in current U.S. dollars.

L.4.3.1.9. All unit prices proposed for each quantity range and each ordering period will be evaluated and will serve as binding ceiling prices upon award. Failure to completely fill out the Price Matrix or submit pricing for all CLINs will render the proposal unacceptable.

L.4.3.2. EPA Adjustment Worksheet Instructions

L.4.3.2.1. The Offeror shall complete all required fields within the EPA Adjustment Worksheet (RFP Attachment 0007), which will establish the baseline data for Brass and Steel for the life of the resultant contract(s).

L.4.3.2.2. The Offeror shall provide supporting documentation in the form of vendor quotes, purchase orders, invoices, or similar records (including any escalation applied by the Offeror) to substantiate the baseline prices submitted for Brass and Steel.

L.4.3.2.3. The EPA Adjustment Worksheet will not be evaluated for price reasonableness during source selection and will not factor into the TEP calculation. This information will be used exclusively in administering potential future upward or downward EPA adjustments for awarded delivery order quantities in accordance with the contract's EPA clause.

L.4.3.2.4. Failure to provide the detailed data required by the EPA clause or the necessary supporting documentation (vendor quotes, purchase orders, invoices, etc.) will render the contractor ineligible for any upward adjustments resulting from increases in the market price for Brass and Steel.

L.4.4. VOLUME 4: Small Business Participation Factor

L.4.4.1. Other Than Small Business Offerors must demonstrate a commitment to providing maximum practicable opportunities for small business participation by addressing the requirements of 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 332993.

L.4.4.2. The Offeror shall provide its proposed overall Small Business goal (the Government's objective is 23% of the total contract value) 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 the Small Business Participation Commitment Document (RFP Attachment 0010). The proposed goals shall be based on the total contract value to include all ordering periods. If the Offeror's proposed overall Small Business goal is less than the Government's 23% objective, the Offeror shall provide a detailed explanation and justification as to why it cannot meet the objective.

L.4.4.2.1. 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 periods. Performance of these goals will then contribute to the determination of the awardee's CPARS rating for Small Business during contract execution.

L.4.4.2.2. 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 Government 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 CPARS rating for Small Business.

L.4.4.3. 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 (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.):

L.4.4.3.1. 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 Government 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.

L.4.4.3.2. 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 joint ventures or first tier subcontractors to facilitate 13 CFR 125.11 on future procurements. Offerors should not limit themselves to the aforementioned examples, and are encouraged to identify and describe out of the box methods and techniques that can support industrial base growth.

L.4.4.3.3. 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.

L.4.4.3.4. 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

Name of Offeror or Contractor:

contracts that require a subcontracting plan. Offerors are limited to submitting one report for each contract and an aggregate maximum of three (any combination of reports/audits). Offerors who do not have subcontracting past performance shall indicate so.

*** END OF NARRATIVE L0004 ***

SECTION M - EVALUATION FACTORS FOR AWARD

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

M.1. BASIS FOR AWARD

M.1.1. The Government intends to award two (2) fixed price with economic price adjustment (FP w/EPA) IDIQ contracts as a result of this solicitation. However, the Government reserves the right to deviate on the number of contract awards based on the Government's requirements and if determined to be in its best interest. Therefore, the Government may make a single award, three awards, or no award at all. The Government will evaluate proposals submitted in accordance with this section and will make a determination considering the following factors:

- Technical Factor (inclusive of all three Technical sub-factors),
- Past Performance Factor,
- Price Factor, and
- Small Business Participation Factor.

M.1.2. This acquisition will utilize a Best Value Tradeoff source selection approach described at RFO 15.103-1, as supplemented; therefore, the offeror(s) submitting proposal(s) that are determined to be the most beneficial to the Government given appropriate consideration to the four evaluation factors will be awarded a contract.

M.1.2.1. The basis for award of a contract(s) resulting from this solicitation will be an integrated assessment of the evaluation results of the factors and sub-factors specified in Section M.2. Evaluation Factors will be made to the responsible offeror(s) whose proposal represents the best value to the Government.

M.1.2.2. To receive consideration for award, a rating of no less than "Marginal" must be achieved for the Technical Factor (to include all sub-factors) and an "Acceptable" rating for the Small Business Participation Factor.

M.1.2.3. Offerors are cautioned that the awards may not necessarily be made to the lowest price offered.

M.1.2.3.1. The overall order of importance is as follows:

A) Technical Factor
B) Past Performance Factor
C) Price Factor
D) Small Business Participation Factor

M.1.2.3.2. ALL NON-PRICED FACTORS COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. Although Price is not the most important factor, it could become a determining factor if non-price factors are relatively equal. Since the Technical Factor is the most important factor for consideration in the award decision, the Government reserves the right to make an award to an offeror with a higher priced proposal that is superior in the Technical Factor. The closer the ratings in the Technical Factor, Past Performance Factor, and Small Business Participation Factor, the more significant the Price Factor becomes.

M.1.2.4. The Government will weigh the relative benefits of each proposal. The contract award(s) will be based on an integrated assessment of the factors and sub-factors with appropriate consideration given to their respective importance as set forth herein. The Government reserves the right to: limit the competitive range for the purposes of efficiency, make an award to other than the low offer, make an award to other than the highest technical rated offeror, or make no award should no offeror's proposal prove to be acceptable based on the criteria set forth in the solicitation. Adjectival ratings will be assigned based upon the rating that best fits the proposal overall, based on the Government's assessment. The solicitation requirements include all stated terms, conditions, representations, certifications, and other information required by Section L of this solicitation.

M.1.2.5. All proposals received pursuant to this solicitation will be evaluated in the same manner. The result will be a determination of the overall quality of each proposal in terms of its potential to best satisfy the needs of the Government. The Government will make award(s) to the responsible (in accordance with RFO Part 9) contractor(s) whose offer conforms to the solicitation and are determined to be the most advantageous to the Government considering price and non-price factors with the importance assigned to each.

M.1.2.6. The Government will evaluate the Offerors' prices as stated in paragraph M.3.3. Any proposal that is unreasonable in terms of Price may be judged as a failure to comprehend the Government's requirements and may be rejected for that reason.

M.1.2.4. The Past Performance evaluation may use data/information from sources other than those provided with the Offerors' proposal (e.g. Contract Performance Assessment Reporting System (CPARS), Supplier Performance Risk System (SPRS), past customers, and performance on other contracts to include previous Contracting Officials.

M.1.2.5. The burden of providing thorough and complete information remains with the offerors as required by Section L of this solicitation. The Government is not obligated to make another request for the required information, nor does the Government assume the duty to search for data to fix problems it finds in proposals.

M.1.2.6. The Government may award without negotiations; consequently, it is the Offeror's responsibility to submit a proposal that conforms to all the terms and conditions of the solicitation and contains its best offer. However, the Government reserves the right to conduct negotiations if the Procuring Contracting Officer (PCO) determines they are necessary.

M.1.2.7. Awardees will receive a contract for the following CLINs:

- CLIN 0001: First Article Test

- CLIN 0002: M82A1 Percussion Primer (NSN: 1390-01-675-6755) and M82 Percussion Primer (NSN: 1390-01-648-3692)

M.1.2.8. The Government reserves the right to limit the number of offerors receiving awards based on requirements.

M.1.3. Negotiations:

M.1.3.1. Each proposal shall contain the Offeror's best terms for award of a contract under the solicitation. The PCO may contact Offerors for clarification to resolve minor or clerical errors or clarify certain aspects of their proposal, without conducting negotiations in accordance with RFO 15.202(a)(2). The Government intends to award a contract(s) without negotiations. Thus, it is incumbent on the Offeror to provide a sufficient and adequately detailed proposal. Do not assume that the Government will ask for clarifications associated with an inadequately detailed proposal.

M.1.3.2. If negotiations are to be conducted, the Government shall establish a competitive range comprised of the most highly rated proposals. The competitive range shall be determined based on an analysis of each offeror's proposal IAW the evaluation criteria. The PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition amongst the highest rated proposals. If negotiations are conducted, all offers in the competitive range will be advised of any significant weaknesses and/or deficiencies in its proposal and will be asked to respond to all Evaluation Notices (ENs). Once all ENs have been answered, and the PCO determines it's appropriate to close negotiations, the PCO will request Final Proposal Revisions (FPRs). FPRs for the Technical, Past Performance, Price and Small Business Factors will be required IAW the request for FPRs. If FPRs are requested by the PCO, offerors may revise any portion of the proposal if they choose and include them in the FPR. The Government reserves the right to establish a new competitive range determination after each re-evaluation if necessary.

M.1.4. Other Evaluation Considerations:

M.1.4.1. Proposals that are unrealistic in terms of technical or schedule commitments or contain unbalanced prices may be considered an indication of a lack of understanding of the complexity and risk in the contract requirements and may be determined unacceptable.

M.1.4.2. Pursuant to RFO 9.103, contracts will only be awarded to offerors that the PCO determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in RFO 9.104. The Government may conduct a pre-award survey on any offeror considered for award to assist in the PCO's determination of contractor responsibility.

M.2. EVALUATION FACTORS

M.2.1. The Government will evaluate each offeror's proposal and the SSA will assess the evaluation results of the following factors and sub-factors listed below:

- Volume 1 - Technical Factor
  - -- Sub-factor 1: Production Capability
  - -- Sub-factor 2: Quality System
  - -- Sub-factor 3: Management System
- Volume 2 - Past Performance Factor
- Volume 3 - Price Factor
- Volume 4 - Small Business Participation Factor

M.3. EVALUATION PROCEDURES, CRITERIA, AND RATINGS

Each Offeror will be evaluated against the solicitation criteria to determine whether the Offeror has or can obtain the technical knowledge, facilities, equipment, and personnel required to manufacture and manage the product in accordance with the delivery schedule as delineated in the solicitation. The Government will make a qualitative assessment by assigning adjectival ratings for Technical, Past Performance, and Small Business Participation. Price will be evaluated for reasonableness but will not be assigned an adjectival rating.

M.3.1. VOLUME 1: Technical Factor

Offerors will be evaluated as follows below. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

M.3.1.1. Sub-factor 1 - Production Capability

M.3.1.1.1.A. The Offeror will be evaluated on the adequacy of its Process Map and the proposed manufacturing processes for the M82/M82A1 Percussion Primers for both the prime contractor and any major/key subcontractors. The evaluation will consider the following:

- The completeness and detail of the Process Map to include all steps required for material processing, manufacture, assembly, testing, inspection, marking, coating, packaging and storage, as well as the sequence of operations for all assemblies, subassemblies and parts.

- The completeness and detail of the list of elements to be manufactured in-house, subcontracted, or purchased material/parts.

- The completeness and detail of the description identifying both prime and any major/key subcontractors' essential manufacturing and test facilities, equipment, and tooling.

M.3.1.1.1.B. The adequacy and feasibility of the Offeror's detailed description of anticipated key parameters and potential manufacturing difficulties that may be encountered will be appraised, as well as the description of the steps necessary to control these parameters and mitigate risk.

M.3.1.1.1.C. The adequacy and feasibility of the Offeror's provided information and data on facilities, equipment, and tooling required to concurrently meet the minimum production rates for the items listed below, as well as the expected throughput and maximum rates available, bottleneck operations and downtime:

- A minimum of 20,000 each M82A1 Percussion Primers per month.

M.3.1.1.2. The adequacy and feasibility of the identified maximum monthly production capacity, equipment, and tooling for both the prime contractor and major/key subcontractors.

M.3.1.1.3. The completeness and realism of the description and analysis of bottlenecks within the manufacturing process whose individual capacities limit the overall capacity of the entire manufacturing process will be evaluated. An adequate analysis will include the impacts of the bottlenecks and provide mitigation strategies for the processes identified as the bottlenecks.

M.3.1.1.4. Evaluation will be conducted on the Offeror's documentation that it has obtained or can obtain by date of award, the appropriate safety approvals (including facilities) to handle hazardous materials as required by the solicitation. Identification concerning whether there is adequate hazardous storage capability will be reviewed, as well as the copies of licenses/certificates for the respective hazard classifications or a detailed plan for how these (licenses, certificates, and facilities) will be obtained.

M.3.1.2. Sub-factor 2 - Quality System

M.3.1.2.1. The Offeror will be evaluated on the adequacy of the description of its Quality Management System (QMS) to meet the Quality Assurance requirements as defined in this solicitation. The Offeror's description of the plan that is to be used for the M82/M82A1 Percussion Primers will be evaluated as follows:

M.3.1.2.1.A. The completeness and adequacy of the description of its quality system and whether it provides sufficient detail to demonstrate its suitability for use in producing, inspecting and delivering the M82/M82A1 Percussion Primers.

M.3.1.2.1.B. The presence and form of certification to, or compliance with, ISO 9001 (or equivalent systems acceptable to the Government). Should the quality system be certified to an industry standard, the validity of the certification will be assessed.

M.3.1.2.1.C. The comprehensiveness of the description of its QMS including, but not limited to, control of documents/records, internal and external audits, calibration procedures, internal corrective action procedures, control of nonconforming material, and personnel training procedures/records.

M.3.1.2.1.D. The adequacy of the process that will be used to flow down all quality requirements to major/key subcontractors and suppliers, and how it will be used to verify there is adequate control of vendor product.

M.3.1.2.1.E. The adequacy of the identification and description of the Quality tools, systems, or any other initiative to be used to minimize quality problems in support of the solicitation requirements.

M.3.1.2.1.F. The Offeror's understanding and adherence to the following quality requirements:

- Measurement System Evaluation clause;
- MIL-STD-1916 sampling;
- Statistical Process Control or Process Capability, Control, and Improvement clause (as required in the solicitation/contract); and
- Ammunition Data Card as stated in the solicitation/contract requirements for the M82/M82A1 Percussion Primers.

M.3.1.2.2. The Offeror's plans to control the critical characteristics of the M82/M82A1 Percussion Primers to meet the requirements of the solicitation will be evaluated for realism and supportability. The control plans will be assessed at a minimum, for the following:

M.3.1.2.2.A. The adequacy of the identification of each critical characteristic and related critical processes for the M82/M82A1 Percussion Primers.

M.3.1.2.2.B. The completeness of the descriptions for each piece of equipment involved in the inspection and the specific processes for inspection of each critical characteristic at both the prime and subcontractor level.

M.3.1.2.2.C. The adequacy and extent of detail of the description for the steps to be taken to prevent a critical defect from occurring, to include the identification of the processes and areas that could contribute to a critical non-conformance, and how those processes will be controlled.

M.3.1.2.2.D. The feasibility of the description for the process to be followed if a critical defect occurs.

M.3.1.2.3. The adequacy and description for all processes to meet the quality requirements on major and minor characteristics will be evaluated.

M.3.1.3. Sub-factor 3 - Management System:

M.3.1.3.1. The Offeror will be evaluated for the adequacy of its proposed Management Plan for the manufacture of M82/M82A1 Percussion Primers to meet the requirements of this solicitation. The Government will evaluate whether the plan includes a description of the essential manufacturing facilities, equipment, processes and skills, and the adequacy of such description. The Government will additionally evaluate whether this plan includes major/key subcontractors and whether the plan is realistic, achievable, and supportable.

M.3.1.3.2. The IMS, which supports the achievement of First Article Test (FAT) into the minimum production rates identified for each item (refer to Production Capability Sub-factor, Paragraph L.4.1.1.1. for minimum rates), will be evaluated for its completeness and realism. Additionally, the Government will evaluate:

M.3.1.3.2.A. The extent to which the IMS includes and synchronizes all significant activities, events, milestones, Contract Data Requirements Lists (CDRLs), long lead items, any equipment verifications and qualifications, and any major/key subcontractors' schedules.

M.3.1.3.2.B. The extent to which the IMS illustrates the interdependencies of all significant activities, events, milestones and CDRLs; and

M.3.1.3.2.B. The extent to which the IMS clearly identifies the critical path and provides a supporting narrative of the analysis of the IMS's critical path.

M.3.1.3.3. The identification and description of the Integrated Product Team (IPT) relevant to this solicitation will be evaluated for adequacy and feasibility. Additionally, the Offeror will be evaluated on the adequacy and feasibility of its description of its IPT structure, listing of key leadership and operational personnel, essential skills, and responsibilities to meet the requirements of this solicitation. The Offeror will also be evaluated on whether the description clearly identified personnel in the areas of production and quality, and listed their specific qualifications, years of experience, certifications and other

information relevant to their ability to meet the requirements in this solicitation. If new personnel are required to meet solicitation requirements, the Offeror's plan on how they will hire/train new personnel will be evaluated for achievability.

M.3.1.3.4. The adequacy of the Configuration Management System and the description of how requirements are flowed down, managed, and controlled at the major/key subcontractor level will be evaluated. The Offeror will also be assessed on its description of its inventory control system and the description of its process to document and control the approved manufacturing processes.

M.3.1.4. Technical Factor and Sub-factors Definitions and Ratings

M.3.1.4.1. Definitions: The following rating definitions will be utilized:

- Deficiency: Any part of an offer that does not conform to a material requirement of an RFP. A material requirement is one that affects price, quantity, quality, or delivery, or that the RFP requires to be met at the time of proposal submission.

- Strength: An aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

- Significant Strength: A significant strength is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government 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.

- 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).

M.3.1.4.2. Ratings: The Technical Factor and Sub-factors will be assigned a color/adjectival rating of Outstanding (Blue), Good (Purple), Acceptable (Green), Marginal (Yellow), or Unacceptable (Red), which will depict how well each offeror's proposal meets the evaluation criteria included in the solicitation. The color/adjectival definition of each rating is as follows:

TABLE 1 - COMBINED TECHNICAL/RISK 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, AND RISK OF UNSUCCESSFUL PERFORMANCE IS LOW.
PURPLE	GOOD	PROPOSAL INDICATES A THOROUGH APPROACH AND UNDERSTANDING OF THE REQUIREMENTS AND CONTAINS AT LEAST ONE STRENGTH OR SIGNIFICANT STRENGTH, AND RISK OF UNSUCCESSFUL PERFORMANCE IS LOW TO MODERATE.
GREEN	ACCEPTABLE	PROPOSAL MEETS REQUIREMENTS AND INDICATES AN ADEQUATE APPROACH AND UNDERSTANDING OF THE REQUIREMENTS, AND RISK OF UNSUCCESSFUL PERFORMANCE IS NO WORSE THAN MODERATE.
YELLOW	MARGINAL	PROPOSAL HAS NOT DEMONSTRATED AN ADEQUATE APPROACH AND UNDERSTANDING OF THE REQUIREMENTS, AND/OR RISK OF UNSUCCESSFUL PERFORMANCE IS HIGH.
RED	UNACCEPTABLE	PROPOSAL DOES NOT MEET REQUIREMENTS OF THE SOLICITATION, AND THUS, CONTAINS ONE OR MORE DEFICIENCIES AND IS UNAWARDABLE, AND/OR RISK OF UNSUCCESSFUL PERFORMANCE IS UNACCEPTABLY HIGH.

M.3.2. VOLUME 2: Past Performance Factor

M.3.2.1. Past performance information is evaluated as a predictor of future contract performance. The Government will assess the degree of confidence it has that the Offeror will successfully complete the requirements IAW the contract terms based on the Offeror's demonstrated record of recent and relevant performance.

M.3.2.2. In conducting the past performance evaluation, the Government may use information obtained from other sources or may use information with regard to other projects/contracts performed by the Offeror which it has knowledge, whether or not those projects/contracts are disclosed to the Government by the Offeror.

M.3.2.3. In evaluating performance history, the Government may review the Offeror's current and prior performance record of complying with all aspects of its contractual agreement, such as, but not limited to, quality of performance, products and services; timeliness of performance; operations management; subcontractor management; problem resolution; and, if applicable, cost control.

M.3.2.4. The Government may consider the recency, relevancy, source, and context of the past performance information it evaluates as well as quality, general trends in performance, and demonstrated corrective actions. A significant achievement, problem, problem resolution, or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may have an impact on the assessment and the overall Past Performance Factor rating.

M.3.2.5. Relevant means performance that demonstrates the work efforts performed by the Offeror or its proposed subcontractors involves the same or similar manufacturing processes and quality assurance processes needed to produce and deliver M82/M82A1 Percussion Primers IAW the TDP and solicitation requirements.

M.3.2.6. The relevancy of the past performance information will be rated as follows:

TABLE 2 - 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 SOLICITIATION REQUIRES.

M.3.2.7. The recency of the past performance information will be determined as follows:

- Recent is defined as: Prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed within three (3) years prior to issuance of this solicitation. Work performed on multiple orders under the same contract may be submitted as a single contract reference as long as all of the work supports the same program/solution. The Government reserves the right to consider any significant past performance information generated after the solicitation closing date and prior to award.

- Not Recent is defined as: Prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed more than three (3) years prior to issuance of this solicitation.

M.3.2.8. The Past Performance Factor will be rated as follows:

TABLE 3 - PERFORMANCE CONFIDENCE ASSESSMENTS

RATING:	DEFINITION:
SUBSTANTIAL CONFIDENCE	BASED ON THE OFFEROR'S RECENT/RELEVANT PERFORMANCE RECORD, THE GOVERNMENT 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 GOVERNMENT 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

	GOVERNMENT 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 GOVERNMENT HAS NO EXPECTATION THAT THE OFFEROR WILL BE ABLE TO SUCCESSFULLY PERFORM THE REQUIRED EFFORT.

M.3.2.9. Absent any recent and relevant past performance history, the Offeror will be determined to have unknown (neutral) past performance and the Offeror's proposal will not be evaluated either favorably or unfavorably on past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered Acceptable.

M.3.2.10. The Government is not required to interview all points of contact identified by the Offeror. It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L. The Government is not obligated to make another request for the required information.

M.3.3. VOLUME 3: Price Factor

M.3.3.1. The Government will evaluate Offerors' Price Factor proposals based on the FAT prices and Production unit prices proposed for all quantity ranges and ordering periods, and any other price related factors required by the solicitation in the Price Matrix (RFP Attachment 0001). If an Offeror fails to propose FAT prices and unit prices for all quantity ranges and all ordering periods for each CLIN, its proposal will be considered unacceptable, and the Government will reject the proposal.

M.3.3.2. For each respective CLIN, the Government will first calculate a Total Evaluated CLIN Price utilizing two distinct methodologies based on the requirement type.

M.3.3.2.1. CLIN 0001 - First Article Test (FAT): The Government will sum the proposed FAT prices across all ordering periods to calculate the Total Evaluated CLIN Price for CLIN 0001.

M.3.3.2.2. CLIN 0002 - M82/M82A1 Percussion Primers:

M.3.3.2.2.A. The Government will calculate a Weighted Evaluation Price by multiplying the proposed unit prices by the high end of each quantity range, then multiplying that product by their respective assigned weight (expressed as a percentage) and summing those totals.

M.3.3.2.2.B. The Government will then sum the Weighted Evaluation Price across all ordering periods to calculate the Total Evaluated CLIN Price for CLIN 0002.

M.3.3.3. A Total Evaluated Price will be calculated by summing the Total Evaluated CLIN Prices for CLIN 0001 and CLIN 0002. Proposed prices are restricted to a maximum of two decimal places in accordance with L.4.3.1.3(C); any proposed prices entered beyond two decimal places will be rounded to the nearest two decimal places for TEP calculation and evaluation purposes.

M.3.3.4. Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the PCO. The Government will evaluate the Total Evaluated Price for each Offeror in accordance with RFO 15.404, Cost and/or Price Analysis to ensure proposed prices are fair, reasonable, and not unreasonably high. The Government may use any one or a combination of the techniques listed at RFO 15.404 to determine the Offeror's proposal fair and reasonable. The Government reserves the right to require submission of data other than cost or pricing data adequate to determine the reasonableness of an offer when adequate competition is not available.

M.3.3.5. Unbalanced Pricing: As part of the evaluation, the Government will analyze proposals for unbalanced pricing in accordance with RFO 15.404-6. An offer may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government. This includes, but is not limited to, situations where proposed unit prices across ordering periods or within quantity ranges are significantly disproportionate, or where FAT prices are excessively front-loaded.

M.3.3.6. Economic Price Adjustment (EPA) Worksheet: In accordance with L.4.3.2.3, the EPA Adjustment Worksheet (RFP Attachment 0007) and its associated supporting documentation will not be evaluated for price reasonableness during source selection and will not factor into the TEP calculation. This information will be used exclusively for post-award contract administration.

M.3.4. VOLUME 4: Small Business Participation Factor

M.3.4.1. Rating Methodology: The Government will assign an overall Small Business Participation Factor rating based on the level of small business participation. This requirement applies to Other Than Small Business Offerors only. Small Business Offerors will be assigned an "Acceptable" rating for this factor.

M.3.4.2. Small Business Participation Commitment: The Government will review the Offeror's proposed goals for each of the five socioeconomic categories in the Small Business Participation Commitment Document (RFP Attachment 0010) integrated with the Small

Business Participation Commitment methodology. The Government will evaluate the adequacy of the Offeror's Small Business Participation based on the following aspects:

M.3.4.2.1. Whether the Offeror met or exceeded the Government's overall Small Business goal of 23%. The Government will also consider the proposed Small Business Participation Commitment methodology when evaluating the proposed socioeconomic goals.

M.3.4.2.2. The proposed Small Business Participation Commitment methodology is well-reasoned and thought out with reliable data and any risk is appropriately assessed and mitigated. If applicable, adequately explains why the Offeror is unable to meet the Government's overall Small Business goal of 23%.

M.3.4.2.3. Whether the Offeror adequately described specific initiatives that directly support industrial base growth and resiliency.

M.3.4.2.4. Whether the Offeror has binding agreements in place with small business teaming partners/subcontractors to support the proposed goals, and whether the proposed method of substitution is adequate to sustain the proposed goals should relationships or the marketplace change during execution.

M.3.4.2.5. If applicable, whether the Offeror demonstrated small business history has adequately met its small business utilization on similar contract/efforts. Offerors lacking relevant small business participation history will not be evaluated favorably or unfavorably under this specific aspect.

M.3.4.3. The Government will assign one overall Small Business Participation rating for each Offeror based on the evaluation criteria established below:

TABLE 4 - SMALL BUSINESS ASSESSMENTS

COLOR:	RATING:	DESCRIPTION:
GREEN	ACCEPTABLE	PROPOSAL INDICATES AN ADEQUATE APPROACH AND UNDERSTANDING OF SMALL BUSINESS OBJECTIVES.
RED	UNACCEPTABLE	PROPOSAL DOES NOT MEET SMALL BUSINESS OBJECTIVES.

M.4. EVALUATION APPROACH

M.4.1. All proposals shall be evaluated by the Source Selection Team (SST).

M.4.2. The overarching evaluation approach for all non-price factors and sub-factors is as follows:

- Adequacy of Response. The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Proposal (RFP). The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

- Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the proposed schedule.

M.5. NEGOTIATIONS

GENERAL INFORMATION. The Government intends to evaluate offers and award a contract(s) without negotiations with Offerors (except clarifications as described in RFO 15.202(a)(2)). However, the Government reserves the right to conduct negotiations if later determined by the PCO to be necessary. Should negotiations take place, all Offerors in the competitive range (established in accordance with RFO 15.204-1) will be allowed a minimum of three calendar days to submit Final Proposal Revisions.

M.6. USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS IN PROPOSAL EVALUATION

M.6.1. Use of AI Tools in Support of Evaluations: The Government may employ AI as a tool to assist in the analysis and review of Offerors' proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with solicitation requirements, and highlighting areas of potential strength, weakness, or risk for human review.

M.6.2. 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 Government personnel. The Government retains sole responsibility for all inherently governmental functions and will not delegate decision making authority to any AI tool. AI-generated outputs do not constitute formal evaluation ratings or final findings.

M.6.3. Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The Government will utilize secure, private AI environments (such as DoD Impact Level 5 (IL5) approved environments) ensuring that proposal data is isolated, not utilized for external model training, and not transmitted to unauthorized external systems. The AI tool will be an output-only system for the purposes of generating evaluation assistance reports, and session data will not be persistently retained. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

*** END OF NARRATIVE M0001 ***