SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA5	1 69

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W15QKN-19-R-0093	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)		SEE SCHEDULE

7. Issued By Code W15QKN
ARMY CONTRACTING COMMAND - NJ
ACC-NJ-WS
PICATINNY ARSENAL, NJ 07806-5000

8. Address Offer To (If Other Than Item 7)

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).
Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	TARIQ MIAKHEL	(609)	562-3157		TARIQ.M.MIAKHEL.CIV@MAIL.MIL

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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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:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item 25

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

25. Payment Will Be Made By Code _____

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: TARIQ MIAKHEL
Buyer Office Symbol/Telephone Number: ACC-NJ-WS/(609)562-3157
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

Executive Summary

This executive summary highlights some of the important features of this solicitation. If a conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

1. Introduction

The US Army Contracting Command - New Jersey, Picatinny Arsenal, NJ, in support of the Project Manager Soldier Weapons, has a requirement for the 40mm M320 and 40mm M320A1 Grenade Launchers (GLs). Each variance of the GLs consist of a 40MM, single shot, grenade launcher that can deliver aimed fire to area targets at a distance of up to 350 meters. It is capable of being utilized in both standalone and M4 mounted configurations. Under this program, the contractor shall manufacture and produce the GLs in accordance with the Statement of Work (SOW) at Section C of Request for Proposal (RFP) W15QKN-19-R-0093 and the Technical Data Package (TDP). The contractor shall provide for all necessary labor, material, supplies, services, facilities, and equipment to perform the requirements of the referenced SOW, RFP and TDP.

2. Acquisition Strategy

The Acquisition Strategy is to conduct this procurement as a 100% Small Business Set-Aside. The United States Government (USG) has acquired the rights to use the TDP for competitive procurements under a negotiated Special License Agreement(SLA). The acquisition will result in a single award, Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract with Firm Fixed Price (FFP) delivery orders. The IDIQ contract will have five (5) ordering periods. Multiple Contract Awards are not being considered, as the delivery orders expected under the contract are economic production quantities for only one supplier. Best Value Trade-off procedures in accordance with FAR 15.101-1 will be utilized. The USG plans to evaluate Technical, Past Performance, and Price. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation.

3. Technical Data Package

As part of the solicitation process the USG will make available the TDP for the GLs. The TDP is categorized as Distribution D and is restricted. This TDP is marked Distribution D (Authorized to the Department of Defense and DoD contractors only). Non Disclosure Agreements are required to be signed from interested vendors prior to receive the TDP, along with the submission of the completed form AMSTA-AR 1350. The distribution of this data is controlled under the International Traffic in Arms Regulations (ITAR). Interested parties must submit an approved DD2345 verifying ITAR registration to receive the TDP. Requests for a copy of the Distribution Level D TDP shall be accompanied by a completed and signed Special License Agreement Non Use And Non Disclosure Agreement form, a completed and signed AMSTA-AR Form 1350 Technical Data Request Questionnaire, and a completed, signed and approved DD 2345 Militarily Critical Technical Data Agreement form and e-mail the forms to below point of contact. For the Form DD 2345, offerors must be registered with the U.S./Canada Joint Certification Office (see website http://www.dlis.dla.mil/jcp for instructions on completing Form DD2345). These forms are listed as Attachments in Section J of this solicitation. The Offeror shall mail or e-mail the below point of contact in order to obtain a copy of the TDP and be provided access to the USG Safe Access File Exchange (SAFE) website;
https://safe.amrdec.army.mil/SAFE/ .

U.S. Army Contract Command - New Jersey (ACC-NJ)
ACC-NJ-SW
ATTN: Anthony Delicati or Tariq Miakhel
Phipps Road, Bldg. 9
Picatinny Arsenal, NJ 07806-5000
Email: anthony.j.delicati.civ@mail.mil or tariq.m.miakhel.civ@mail.mil

The offeror shall not reproduce, duplicate or copy the TDP, or any portion thereof, except to the extent necessary for, and then only in connection with the preparation and/or submission of proposals related to this procurement being affected by the USG or under a contract with the USG. The offeror shall not disclose the TDP or any portion thereof, to any persons or entities other than its own subcontractors and vendors and then only in connection with this solicitation or any resulting contract. Prior to any such disclosure, the offeror shall (i) obtain from each such subcontractor and vendor a non-disclosure and non-use agreement as stated above that the offeror
has executed in connection with this solicitation, and (ii) clearly and indelibly marks the technical data to restrict its use and reproduction in accordance therewith.

In order to provide the data to foreign contractors and/or subcontractors, offerors must apply for an export license.

An offeror's delay in applying for DD 2345 certification or an export license will not be a basis to extend the closing date of any future request for proposal.

Specifications and drawings for some of the components may contain export control data and restrictive distribution markings. Sources in drawings are a suggestion only and contractor is required to meet the requirements of the solicitation.

Interested offeror's should also note that under the solicitation, the TDP will be made available and must be used in proposal preparation. The complete TDP will include the Adobe Portable Document Format drawings and ProEngineer drawings. PTC's ProEngineer Wildfire 5.0 or higher is required to view/utilize the data provided in ProEngineer format.

The initial baseline shall be the TDP and any applicable Engineering Change Proposal (ECP) provided by the USG. The USG will confirm the final TDP at the time of contract award with the CAGE code updated.

First Article Testing (FAT) Requirement. If any contractor fails to meet the requirements of FAT, the USG reserves the right to deem that contractor ineligible for production quantities.

Please be advised that the End User Certificate for the TDP contains restrictions on the re-exportation of the TDP abroad. The GLs can only be re-exported to the countries listed below without the company obtaining prior approval from the German Federal Office of Economic and Export Control (BAFA) to re-export the TDP to a country not on the list:

Australia
Austria
Belgium
Canada
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Great Britain
Greece
Hungary
Ireland
Italy
Japan
Latvia
Lithuania
Luxembourg
Malta
Netherlands
New Zealand
Norway
Poland
Portugal
Slovak Republic
Slovenia
Spain
Sweden
Switzerland
United States of America

The Certificate of Destruction (COD) (An Attachment in Section J of this solicitation) must be completed, signed, scanned and emailed no_
later than 1) 10 days after receipt of an unsuccessful Offeror letter or 2) no later than 10 days after the solicitation for offerors_
that obtained a copy of the Distribution D TDP but decided not to submit a proposal under this solicitation. If either 1) or 2)_
in the above sentence apply the Offeror must destroy all their copies, and verify that any copy provided to a third party (applies to_
all tiers of distribution), of the Distribution D TDP, in any format and on any device.

4. All questions concerning this RFP procurement, either technical or contractual must be submitted in writing to the Contracting Officer. No direct discussion between the technical representative and a prospective Offeror will be conducted. Questions shall be

sent to the following point of contact via email, and proposals shall be submitted to the following point of contact: tariq.m.miakhel.civ@mail.mil.

*** 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 M320 GRENADE LAUNCHER ORDERING PERIOD 1	(E)		$_____	$_____
	NSN: 1010-01-556-9083 COMMODITY NAME: M320 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000				
	FAT Quantity Sample: 1 LOT = A quantity of 15 M320 GLs (End of narrative B001)				
	Description/Specs./Work Statement TOP DRAWING NR: 13019490				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240				
	Deliveries or Performance FOB POINT: Origin				
0002	FIRST ARTICLE TEST M320A1 ORDERING PERIOD 1			$_____	$_____
	NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000				
	FAT Quantity Sample: 1 LOT = A quantity of 15 M320A1 GLs (End of narrative B001)				
	Description/Specs./Work Statement TOP DRAWING NR: 13019500				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin				
0003	M320 GL ORDERING PERIOD 1 NSN: 1010-01-556-9083 COMMODITY NAME: M320 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 100 $ 101 200 $ 201 300 $ Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.			See Range Pricing	$_____
0004	M320A1 GL ORDERING PERIOD 1			See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 1000 $ 1001 3000 $ 3001 4000 $ Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0005	NON-FUNCTIONAL TRAINING AID/DISPLAY MODEL COMMODITY NAME: DISPLAY MODEL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 The Government reserves the right to issue an order for the non-functional training display/model from the time of contract award until the last day of ordering period 5. (End of narrative B001) Packaging and Marking			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
0006	CONTRACT DATA REQUIREMENTS LIST				
A001	CDRL SERVICE REQUESTED: CDRL See DD FORM 1423 in Section J for a list of deliverables under this LIN. This LIN is Not Seperately Priced (NSP). (End of narrative B001)				$_____ ** NSP **
0007	FIRST ARTICLE TEST M320 GL ORDERING PERIOD 2 COMMODITY NAME: M320 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320 GLs (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FIRST ARTICLE TEST M320A1 GL ORDERING PERIOD 2 COMMODITY NAME: M320A1 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320A1 GLs (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin			$_____	$_____
0009	M320 GL ORDERING PERIOD 2 COMMODITY NAME: M320 GL ORDERING PERIOD 2 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 100 $ 101 200 $ 201 300 $ Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Deliveries or Performance FOB POINT: SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE			See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0010	M320A1 GL ORDERING PERIOD 2 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 1000 $ 1001 3000 $ 3001 4000 $ Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.			See Range Pricing	$_____
0011	FIRST ARTICLE TEST M320 GL ORDERING PERIOD 3 NSN: 1010-01-556-9083 COMMODITY NAME: M320 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FAT Quantity Sample: 1 LOT = A quantity of 15 M320 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin				
0012	FIRST ARTICLE TEST M320A1 GL ORDERING PERIOD 3 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320A1 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	M320 GL ORDERING PERIOD 3 NSN: 1010-01-556-9083 COMMODITY NAME: M320 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 00000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 100 $ 101 200 $ 201 300 $ Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.			See Range Pricing	$_____
0014	M320A1 GL ORDERING PERIOD 3 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 00000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 1000 $ 1001 3000 $ 3001 4000 $			See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0015	FIRST ARTICLE TEST M320 GL ORDERING PERIOD 4 NSN: 1010-01-556-9083 COMMODITY NAME: M320 FAT Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin			$_____	$_____
0016	FIRST ARTICLE TEST M320A1 GL ORDERING PERIOD 4			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 00000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320A1 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin				
0017	M320 GL ORDERING PERIOD 4 NSN: 1010-01-556-9083 COMMODITY NAME: M320 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 00000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 100 $ 101 200 $ 201 300 $ Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0018	M320A1 GL ORDERING PERIOD 4 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 1000 $ 1001 3000 $ 3001 4000 $ Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.			See Range Pricing	$_____
0019	FIRST ARTICLE TEST M320 GL ORDERING PERIOD 5 NSN: 1010-01-556-9083			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: M320 FAT Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance FOB POINT: Origin				
0020	FIRST ARTICLE TEST M320A1 GL ORDERING PERIOD 5 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 FAT Quantity Sample: 1 LOT = A quantity of 15 M320A1 GLs (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 240 Deliveries or Performance			$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
0021	M320 GL ORDERING PERIOD 5 NSN: 1010-01-556-9083 COMMODITY NAME: M320 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE 1 100 $ 101 200 $ 201 300 $ Description/Specs./Work Statement TOP DRAWING NR: 13019490 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.			See Range Pricing	$_____
0022	M320A1 GL ORDERING PERIOD 5 NSN: 1010-01-557-2542 COMMODITY NAME: M320A1 GL CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 0000000000000000000000000 Range Quantities FROM TO UNIT PRICE			See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1 1000 $ 1001 3000 $ 3001 4000 $ Description/Specs./Work Statement TOP DRAWING NR: 13019500 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

GRENADE LAUNCHER, 40 MILLIMETER: M320/M320A1
GRENADE LAUNCHER, 40 MILLIMETER: M320

C.1 SCOPE:

C.1.1 OBJECTIVE: The objective of this Statement of Work (SOW) is to define the contract requirements to manufacture, inspect, assemble, package and deliver 40 mm M320 and/or 40 mm M320A1 Grenade Launcher (M320/M320A1) in accordance with United States Government (Government) Technical Data Package (TDP) Drawing Numbers 13019490 (Launcher, Grenade, 40 MM: M320, with Equipment) and 13019500 (Launcher, Grenade, 40 MM: M320A1 with Equipment), and the associated individual drawing Quality Assurance Provisions (QAP), Specialized Packaging Instructions (SPI), specification MIL-DTL-32492, Grenade Launcher 40 mm: M320/M320A1 (22 July 2014) and this SOW. This is an UNCLASSIFIED effort.

C.2 APPLICABLE DOCUMENTS. The following documents are applicable to this SOW:

C.2.1 GOVERNMENT DOCUMENTS.

C.2.1.1 Specifications, standards and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

HANDBOOKS

MIL-HDBK-61A Configuration Management Guidance

SPECIFICATIONS

MIL-DTL-32492 Detailed Specification for the Grenade Launcher, 40 Millimeter: M320/M320A1
MIL-W-63150 Weapon and Support Materiel Standard Quality Assurance Provisions
MIL-DTL-16232G Phosphate Coating, Heavy, Manganese or Zinc Base
MIL-PRF-16173 Corrosion Preventive Compound, Solvent Cutback, Cold- Application
MIL-PRF-3150 Lubricating Oil, Preservative, Medium
MIL-W-13855 Weapons: Small Arms and Aircraft Armament Subsystems, General Specification for

STANDARDS

MIL-STD-31000 Technical Data Packages
MIL-STD-130 Identification Marking of U.S. Military Property
MIL-STD-810 Environmental Engineering Considerations and Laboratory Tests
MIL-STD-822 System Safety
MIL-STD-1916 Department of Defense Test Method Standard DOD Preferred Methods for Acceptance of Product.
(Copies of these documents are available online at https://assist.dla.mil/quicksearch/ or from the Standardization Documents Order Desk, 700 Robbins Avenue, Bldg 4D, Philadelphia, PA 19111-5904.)

C.2.1.2 Other government documents, drawings and publications. The following other Government documents, drawings and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

DRAWINGS

13019500 Grenade Launcher, 40 MM, M320A1 with Equipment
13019490 Grenade Launcher, 40 MM, M320, with Equipment
12993884 General Requirements for Quality Assurance Provisions (Small Caliber Weapon Systems)
13019497 Mounting Adapter Assembly, M16 (Kit)

(Copies of these drawings maybe requested from the contracting officer representative)

OPERATIONS PROCEDURES:

TOP 1-2-511 Electromagnetic Compatibility Requirements, Systems Testing
TOP 1-2-608 Sound Level Measurements
TOP 3-2-030 Grenade Launchers
TOP 3-2-045 Automatic Weapons, Machine Guns, Hand and Shoulder Weapons
TOP 3-2-504 Safety Evaluation of Hand and Shoulder Weapons
TOP 3-2-609 Chemical Compatibility of Nonmetallic Materials Used in Small Arms Systems
ITOP 4-2-602 FR/GE/UK/US Rough Handling Tests

(Copies of these documents may be ordered from the US Army Developmental Test Command, ATTN: Publications, 314 Longs Corner Road, Aberdeen Proving Ground, MD 21005-5005.)

TECHNICAL MANUALS

TM 9-1010-232-23&P Technical Manual, Grenade Launcher, 40 MM, M320/M320A1

(This TM may be viewed and printed at https://www.logsa.army.mil/etms/online.htm .)

REGULATIONS

AR 190-11 Physical Security of Arms, Ammunition, and Explosives
AR 55-355 Transportation and Travel Traffic Management Regulations
AR 710-3 Asset Transaction Reporting System
DODI 5100.76 M Physical Securities of Sensitive Conventional Arms, Ammunition, and Explosives
DA 385-64 Ammunition and Explosives Safety Standards
DOD 4160.21-M-1 Defense Demilitarization Manual

(Copies of the above regulations are available from the Army Publishing Directorate Home Page (http://www.apd.army.mil) with the exceptions of AR 55-355 which is available from the US Army Heritage and Education Center Digital Collection: http://cdm16635.contentdm.oclc.org/cdm/ref/collection/p16635coll11/id/714 and DODI 5100.76 M and DOD 4160.21-M-1 which can be obtained from IHS Markit (https://ihsmarkit.com/login.html). Any documents required by manufacturers in connection with specific acquisition functions should be obtained from the contracting activity as directed by the Procurement Contracting Officer (PCO.)

C.2.2 NON-GOVERNMENT PUBLICATIONS: The following document(s) of the exact revision listed below form a part of this Statement of Work to the extent specified herein.

AMERICAN WELDING SOCIETY

AWS D1.1 American Welding Standard

(Copies of the above are available from the American Welding Society at http://www.aws.org/technical .)

ASTM INTERNATIONAL

ASTM E1417/E1417M Standard Practice for Liquid Penetrant Examination
ASTM E1444/E1444M Standard Practice for Magnetic Particle Examination

(Requests for copies of ASTM publications should be addressed to the American Society of Mechanical Engineers, 100 Bar Harbor Drive, West Conshohoken, PA 19428-2959.)

C.2.3 ORDER OF PRECEDENCE: In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.3 REQUIREMENTS: The M320/M320A1 delivered under this contract shall conform to the Technical Data Package (TDP) Drawing Numbers 13019490 and/or 13019500 and associated specification MIL-DTL-32492 Grenade Launcher, 40 mm: M320/M320A1.

C.3.1 GENERAL: The contractor shall provide all materials, equipment, tooling, personnel and facilities necessary to manufacture, test, and deliver the quantities of deliverable specified by the contract. The contractor shall fabricate and deliver the M320/M320A1 to meet the requirements of the TDP and this SOW. The contractor shall be responsible for the testing and delivery of the production units and the required packaging as delineated in Section D of this solicitation/contract. The components will be produced from a TDP under a build-to-print strategy and must meet the performance criteria required within the TDP.

C.3.2 START OF WORK MEETING: Within 15 calendar days after contract award, a start of work meeting will be held at the contractors facility. The contractor shall present an overview of its entire contractual effort and present a Program Plan with an Integrated

Program Plan to include as a minimum; reviews, detailed delivery schedules; and subcontractor award schedules/status. The contractor shall provide an agenda with presentation slides 5 calendar days prior to the meeting for Government review. Meeting minutes shall be submitted by the contractor. (Contract Data Requirements List (CDRL) A001, DI-ADMN-81505)

C.3.2.1 Status Reviews: The contractor shall conduct periodic meetings as agreed upon with the Government to discuss production progress, status, and issues. Meetings will be conducted via face to face, tele-conference and/or video tele-conference (VTC). Meeting minutes shall be submitted by the contractor. (CDRL A002, DI-ADMN-81505)

C.3.3 FABRICATION REQUIREMENTS: All M320/M320A1 weapon systems and spare parts shall be fabricated and produced in accordance with (IAW): the Government TDP, including: associated QAPs, SPI, approved Engineering Change Proposals (ECP), approved Requests for Variance (RFV), MIL-DTL-32492, and this SOW.

C.3.4 QUALITY CONFORMANCE REQUIREMENTS:

C.3.4.1 Quality Assurance Provisions (QAP): The Contractor shall verify quality using ISO 9001:2015, or equivalent, Quality Management System (QMS), quality assurance provisions as depicted in TDP (QAP specification 12993884), MIL-DTL-32492, and associated ECPs for all locations for all contract phases.

C.3.4.1.1 Responsibility for Inspection: The contractor is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections deemed necessary to ensure that supplies conform to prescribed requirements. The contractor is responsible for furnishing all test and inspection equipment, unless otherwise noted in the contract. The contractor shall notify the Government 30 days in advance of inspections via email to the PCO and copy furnish the Contract Specialist, the Combat Capabilities Development Command (CCDC) Project Officer, Quality Officer and the Administrative Contracting Officer (ACO). The Government reserves the right to witness and/or perform any of the First Article/Lot Acceptance/Quality Conformance inspections deemed necessary to ensure that supplies conform to prescribed requirements on a non-interference basis.

C.3.4.1.2 Responsibility for Compliance: All items shall meet all the requirements as specified [i.e. Weapon Specifications, Performance Specification, QAPs, applicable Government drawings, TDP, approved ECPs, approved RFV, SPI, etc.]. The inspection set forth in this document shall become a part of the contractors overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract, TDP, and MIL-DTL-32492. The contractor may not change the TDP requirements to include, but not limited to: dimensions, tolerances, materials, finishes, heat treatments, marking, or packaging without the written approval of the PCO.

C.3.4.1.2.1 Welding Verification: The contractor shall provide verification that welding is performed by employees that are certified to weld in accordance with applicable assembly drawings. The contractor shall prepare Certification/Data Report, Personnel. (CDRL A003, DI-MISC-80678)

C.3.4.1.2.2 Material: The contractor shall provide verification per TDP QAPs and specifications as set forth in drawing 12993884 that materials used in the TDP complies with requirements. The contractor shall prepare Certification/Data Report, Compliance. (CDRL A004, DI-MISC-80678)

C.3.4.2 Quality Control Program: The Contractor shall maintain a documented quality program plan in accordance with the Contractors Quality Management System. The plan shall include the quality system compliance/certification status, and a description of the current planned programs that will be in place for the production of the M320/M320A1. The contractor shall submit an update to the Quality Program Plan for both prime and sub-contractor(s). (CDRL A005, DI-QCIC-81722)

C.3.4.3 Acceptance and Inspection Equipment (AIE): The contractor shall furnish (in tabular format) detailed descriptions (i.e. part numbers, manufacturer, model, calibration records, accuracy) of all acceptance and inspection equipment (including hard gauges) used for inspection of all quality assurance provisions for major and critical characteristics found in the TDP and MIL-DTL-32492. Equipment shall have an accuracy of 10% (MIL-W-63150, Paragraph 3.8.1) of the total tolerance zone of the dimension being inspected. Test and Inspection equipment designs used to verify compliance with the requirements shall be submitted by the contractor to the Government for approval. The AIE shall be submitted and approved by the Government prior to it being utilized in the First Article Inspection. The Government reserves the right to disapprove, at any time during the performance of this contract, the use of any AIE not meeting the requirements of the approved documentation. (CDRL A006, DI-QCIC-81006)

C.3.4.4. First Article Quantities: The contractor shall provide fifteen (15) M320/M320A1 weapons in accordance with the TDP as hardware for the First Article Test (FAT) within two hundred forty (240) calendar days after contract award. The Government shall provide the exact breakdown of the fifteen M320/M320A1 weapons at the start of work meeting. The FAT hardware shall be a part of the contract quantity and be representative of the initial production lot. Unless otherwise instructed, First Article hardware shall be refurbished (with the exception of the endurance barrels and salt spray weapons) and shipped to the Government within 45 calendar days of First Article Approval. Refurbish procedures shall be furnished to the Government. Ninety (90) calendar days after Government approval of the First Article sample, production deliveries shall commence. (CDRL A007, DI-NDTI-80603A)

C.3.4.4.1 Pre-FAT Individual Weapon Acceptance Test: The contractor shall conduct Individual Weapon Acceptance Tests on each of the

fifteen (15) M320/M320A1 weapons and successfully demonstrate the functional performance requirements prior to the presentation for FAT. The test data shall be provided to the Government. The Individual Weapons Acceptance Tests (as per the requirements in MIL-DTL-32492) shall consist of:

a. Visual Pre-Firing Inspection for Overall Workmanship

b. Head Space Inspection

c. Function Firing

d. Trigger Pull

e. Firing Pin Protrusion

f. Safety Lever

(CDRL A008, DI-MISC-80678)

C.3.4.4.2 First Article Inspection: The contractor is responsible for performance of the first article inspection (FAI). The First Article samples shall be inspected (including 100% dimensional verifications) and tested in accordance with MIL-DTL-32492 and all requirements of the TDP to include but not limited to: drawings, approved ECPs, approved RFVs, specifications, and associated QAPs, including visual inspection of packaging and the packaging material. The parts shall be representative of the items to be manufactured during full-scale production, utilizing the same manufacturing processes, equipment, and procedures. If changes are made to the technical data, production processes (to include lapse in production greater than 90 calendar days), facilities, or type of material, a subsequent FAI may be required. Contractor may submit request to waive FAI to procurement officer. When there are changes to the technical data, production processes, facilities, or type of materials the Contractor shall notify the Government so that instructions for the submission, inspection and notification of results can be made. PCO approval is required prior to implementing any change.

C3.4.4.3 First Article Inspection Report: The contractor shall conduct a 100% inspection and document the results, that the guns were built to the dimensions and other requirements of the TDP using the materials, finishes and processes specified therein. The contractor is authorized to provide accelerated deliveries of sub-assemblies portions (that have been 100% reviewed) of the results to the Government at no additional cost. (CDRL A009, DI-CMAN-81022C)

C.3.4.4.4 First Article Test Plan: The contractor shall develop a FAT plan. This shall address all necessary information for accomplishing the FAT as described in the specification requirements, MIL-DTL-32492. (CDRL A010, DI-NDTI-81307A)

C.3.4.4.5 First Article Test: If First Article is required, the contractor shall perform FAT in accordance with MIL-DTL-32492 and this SOW. The contractor shall notify the Government 30 calendar days in advance for the FAT. The First Article hardware shall be production representative of the M320/M320A1 units to be manufactured using the same processes and procedures expected in full rate production. Prior to commencing FAT, the contractor is required to receive Government approval of all First Article Inspection Reports (FAIR). Government approval of the FAIRs will certify that the FAT weapons comply with the requirements of the TDP.

Weapons for each test shall be randomly selected by an approved Government Authority. The Government reserves the right to waive the FAT or to conduct any or all of the tests mentioned in MIL-DTL-32492. The tests conducted during the Pre-FAT Individual Weapon Acceptance Tests shall not be repeated on the FAT weapons and shall only be conducted as part of the interchange tests. The Government reserves the right to waive in part or in full any inspections and testing requirements when deemed appropriate.

C.3.4.4.5.1: First article reliability demonstration. Five Grenade Launchers shall fire 6000 M781 practice rounds each for reliability demonstration. Each Grenade Launcher shall fire 2500 M781 practice rounds in the standalone configuration and 3500 M781 practice rounds in the mounted configuration(s). The mounted configuration(s) can consists of all M4, all M16, or any combination of both M4 and M16. Each individual Grenade Launcher can have no more than one Class III failure and no more than 22 Class I and II combined failures. No 2500 round group in the standalone configuration can have more than 9 Class I and II combined failures. No 3500 round group in the mounted configurations can have more than 13 Class I and II combined failures. The contractor shall comply with this paragraph in lieu of the 4.6.1.1 paragraph that is currently in the MIL-STD-32492.

C.3.4.4.6 First Article Test Reports: The Contractor shall prepare and submit a FAT Report and Certification/Data Reports. (CDRL A011, DI-NDTI-80809B), (CDRL A012, DI-MISC-80678)

C.3.4.4.7 First Article Frequency: A first article sample or portion thereof may be ordered by the PCO 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 calendar days, or (iii) whenever a change occurs to performance, manufacturing process (including manufacturing location), material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the contractor shall notify the PCO so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions concerning the submission, inspection, and notification of results. Costs of the additional FAT resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the contractor. The Contractor shall be

responsible for the planning, management, and execution of the FAT program.

C.3.4.4.8 First Article Test Waiver: The Contractor may request a waiver of FAT when identical or similar items have been previously furnished by the Contractor and have been accepted by the Government. Approval of this waiver shall be at the discretion of the Government.

C.3.4.4.9 Limited First Article Test: The contractor shall conduct FAT on a limited basis for M320 GLs. The contractor shall provide five (5) M320 weapons in accordance with the TDP as hardware for the FAT. The limited FAT shall consist of 100% dimensional inspection on drawing 13019497, Mounting Adapter Assembly, M16 (Kit), in accordance with C.3.4.4.2; verification of identification markings as stated in 3.5.5 of MIL-DTL-32492; along with a Government witnessed demonstration of properly mounting each M320 to the M16 rifle. The FAT hardware shall be a part of the contract quantity and be representative of the initial production lot. Unless otherwise instructed, First Article hardware shall be refurbished and shipped to the government within 45 calendar days of First Article Approval. Refurbish procedures shall be furnish to the Government. Forty five (45) calendar days after Government approval of the First Article sample, production deliveries shall commence. (CDRL A007, DI-NDTI-80603A)

C.3.4.5 Special Process Procedures: The contractor shall submit the procedures for the special processes utilized in the manufacture of the M320/M320A1 GL. Adequate information shall be included for the Government to review and approve these processes for each vendor on each component. Government approval of the processes is required prior to the incorporation of these processes for weapon manufacture. The Government reserves the right to require site visits by their process experts as part of the evaluation process.

C.3.4.5.1 Phosphate Coating: The procedures/test plan submitted by the Contractor shall be per MIL-DTL-16232G. The phosphate coating processes shall include adequate procedures to demonstrate the consistency and control necessary to ensure proper and repeatable results for each material and configuration. The Contractor shall be allowed the option of using MIL-PRF-16173 Grade 3 or MIL-PRF-3150 as the supplementary oil treatment for components with phosphate coating as the final protective finish. (CDRL A013, DI-MFFP-81402B)

C.3.4.5.2 Magnetic Particle Inspection: The contractor shall submit for each entity conducting Magnetic Particle Inspection (MPI), including the prime contractor and their suppliers, their General Magnetic Particle Inspection Procedures or Work Instructions/Test Procedures and Individual Technique Sheets for each individual part per ASTM E1444/E1444M. (CDRL A014, DI-NDTI-80603A)

C.3.4.5.3 Liquid Dye Penetrant Inspection: The contractor shall submit for each entity conducting Liquid Dye Penetrant Inspect (DPI), including the prime contractor and their suppliers, their General Liquid DPI Procedures or Work Instructions/Test Procedures and Individual Technique Sheets for each individual part per ASTM E1417/E1417M. (CDRL A015, DI-NDTI-80603A)

C.3.4.5.4 Welding: The Contractor shall develop Procedure Qualification Records (PQRs) and Welding Procedure Specifications (WPS) in accordance with applicable welding codes. Each welding code(s) scope provides material applicability. For example, materials such as stainless, aluminum, titanium, structural steel and armor steel each has specific qualification test(s) that must be followed to qualify the welding procedures. The contractor shall prepare weld samples for qualification in accordance with the applicable welding code. The PQR test data, WPS and weld samples shall be submitted to the Government for review prior to production. Changes to the PQR or weld procedures will require requalification. The use of pre-qualified weld joints as specified in American Welding Standard D1.1 does not preclude submittal of welding procedures. (CDRL A016, DI-MISC-80876), (CDRL A017, DI-MISC-80875)

C.3.4.5.5 Nylon Injection Molding: The contractor shall submit the Test Procedures/Work Plan for the glass filled and carbon filled nylon injection molding processes utilized in the manufacture of the M320/M320A1 GL. Adequate information shall be included for the Government to review and approve these processes for each vendor on each component. This process shall include adequate procedures to demonstrate the consistency and control necessary to ensure proper and repeatable results for each material and configuration. (CDRL A018, DI-NDTI-80603A)

C.3.4.5.6 Anodizing Coating: The procedures/test plan submitted by the Contractor shall be per MIL-A-8625F. The phosphate coating processes shall include adequate procedures to demonstrate the consistency and control necessary to ensure proper and repeatable results for each material and configuration. (CDRL A019, DI-MFFP-81402B)

C.3.4.6 Lot Acceptance Inspection Lot Formation: Units of product selected for inspection shall represent only the inspection lot from which they are drawn and shall not be construed to represent any prior or subsequent quantities presented for inspection. Homogeneity shall be considered to exist provided the inspection lot has been produced by one (1) manufacturer, in one (1) unchanged process, using the same materials and methods, in accordance with the same drawings, same drawing revisions, same specifications and same specification revisions. All material submitted for inspection in accordance with this specification shall comply with the homogeneity criteria specified herein, regardless of the type of inspection procedure that is being applied to determine conformance with requirements. Sampling inspection according to MIL-STD-1916, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements, however, this does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to accept defective material.

C.3.4.6.1 Inspection Lot Size: The maximum inspection lot size shall be three hundred (300) or one (1) months production, whichever is less, and shall be established by the Contractor. Product will be shipped on a monthly basis regardless of lot size.

C.3.4.6.2 Lot Identification: Each inspection lot shall be identified with a lot number. The reason for rejection of any inspection lot

shall be recorded. When a rejected lot is resubmitted after Government approved reconditioning, it shall be identified as such.

C.3.4.6.3 Lot Acceptance Inspection and Test: The Contractor shall perform Lot Acceptance Testing (LAT) in accordance with MIL-DTL-32492, TDP, and this SOW. The Contractor shall submit a LAT plan for Government approval. At least 30 calendar days before the beginning of LAT, the Contractor shall notify the PCO in writing of the time and location of the testing so that the Government may witness the test. The Contractor shall commence LAT within 15 calendar days after the lot production is completed. The LAT shall be conducted at the Contractors facilities and/or at facilities that the Contractor has contracted out. The LAT shall be presented to a Government representative for acceptance. The US Government reserves the right to waive in part or in full any inspections and testing requirements when deemed appropriate. (CDRL A020, DI-QCIC-80553A). Unless otherwise instructed, LAT Acceptance hardware shall be refurbished (with the exception of the endurance barrels and salt spray weapons) and shipped to the Government within 45 calendar days of Lot Acceptance Approval

C.3.4.6.4 Alternatives to Lot Acceptance Sampling: Contractors may voluntarily propose alternatives to the Lot Acceptance sampling requirement, which will be subject to review and approval by the PCO. Alternative quality conformance procedures, methods, or equipment, such as statistical process control, tool control, other types of sampling procedures, etc., may be used by the Contractor when they provide at a minimum the level of quality assurance required by the provisions stated herein. Prior to applying such alternative procedures, methods, or equipment, the Contractor shall describe them in a written proposal submitted to the PCO for evaluation. When required, the Contractor shall demonstrate that the effectiveness of each proposed alternative is equal to or better than the specified quality assurance provision(s) stated herein. In cases of dispute as to whether the Contractors proposed alternative(s) provides equivalent assurance, the provisions of this TDP, QAP, and SOW shall apply. All approved alternative provisions shall be specifically incorporated into the Contractors quality program or detailed inspection system, as applicable.

C.3.4.6.5 Lot Acceptance Test Report: The Contractor shall submit the LAT report after completion of the LAT for Government approval. (CDRL A021, DI-NDT-80809B)

C.3.4.6.6 Acceptance Criteria: Failure to meet any of the requirements set forth in the TDP shall be cause for rejection of the First Article or Lot.

C.3.5 ENGINEERING FAILURE ANALYSIS: In the event that a gun fails to perform as specified in MIL-DTL-32492 during tests required by the Government that are conducted by the Contractor, the Contractor shall conduct an engineering analysis and submit a report to the Government. The Contractor shall submit interim reports every 30 calendar days until the analysis is completed and accepted by the PCO. The PCO shall review and accept or reject a report within 10 calendar days of receipt of such report. At the discretion of the PCO, the Contractor may be allowed to proceed with product acceptance and ship guns in place at no additional cost to the Government. In the event the failure analysis shows that the failure has resulted from the Contractor not meeting the requirements of this contract, the Contractor shall take corrective action for work in process and ship guns at the Contractors expense. A failure analysis and corrective action report shall be delivered to the PCO. (CDRL A022, DI-SESS-81315B)

C.3.6 QUALITY ASSESSMENT: In circumstances when the quality or performance of the M320/M320A1 is suspect, the product appears non-conforming or a potential product warranty condition exists, or in other circumstances as mutually agreed, the Contractor will conduct an engineering analysis and provide the failure analysis and corrective action report to the PCO. (CDRL A023, DI-QCIC-81187)

C.3.7 MARKINGS: The markings shall be in accordance with MIL-STD-130.

C.3.8 ITEM UNIQUE IDENTIFICATION (IUID) REQUIREMENTS: markings shall be applied to each delivered M320/M320A1 receiver in the location specified on the respective receiver marking drawing. IUID application method shall be approved by the Government prior to start of production. IUID markings shall be in general accordance with MIL-STD-130. The details of the markings and method of application shall be provided to the PCO. The IUID markings shall not negatively affect the receivers protective finish and must withstand all requirements as called out by MIL-DTL-32492. (CDRL A024, DI-MGMT-81803)

C.3.9 SECURITY STORAGE: The Contractor (this includes subcontractors, vendors, etc. if the DOD Sensitive Conventional Arms, Ammunition, and/or Explosives will be held at another site than the prime contractors address on the first page of the contract) shall be capable of providing storage in accordance with DOD Directive 5100.76-M, which outlines physical security guidance for the protection of DOD Sensitive Conventional Arms, Ammunition, and/or Explosives. The M320/M320A1 is a CAT III device and the test ammunition is CAT IV.

C.3.10 CONFIGURATION MANAGEMENT: Configuration management of the M320/M320A1 shall be practiced in accordance with MIL-HDBK-61A, Military Handbook, Configuration Management Guidance. The Government maintains configuration management of the TDP. The contractor may prepare ECPs and Value Engineering Change Proposals (VECPs), with NORs and RFVs, which detail the exact change being proposed for the documents in the TDP. This shall include rationale for the change as well as effects on other components/ assemblies, schedule, logistical impacts (fielded weapons and spare parts) and cost. (CDRL A025, DI-CMAN-80639C), (CDRL A026, DI-CMAN-80642C), (CDRL A027, DI-SESS-81883)

C.3.11 GOVERNMENT FURNISHED MATERIAL: All Government Furnished Material (GFM) will be managed by the Government through the use of the contractor provided GFM Consumption Report. The contractor shall report any defective GFM. The contractor shall notify U.S. Army Contracting Command, ACC-NJ-SW (Soldier Weapons), Building 9, Picatinny Arsenal, NJ 07806-5000, 120 days before technical manuals will

be needed for over pack with the end items. (CDRL A028, DI-MGMT-80438B), (CDRL A029, DI-QCIC-80736)

C.3.11.1 Government Furnished Ammunition Reporting

Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 90 days prior to desire delivery dates. The completed request may be submitted via electronic mail to the Contracting Officer, and usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil. The contractor shall be responsible for reporting on the status of ammunition expenditures throughout the life of the contract. The contractor shall request disposition instructions for the remaining ammunition no later than 30 days after completion of the contract. The contractor shall execute the disposition instructions and provide confirmation to the Contracting Officer. The contractor shall furnish a copy of the above ammunition reports and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) and to the Government Furnished Material/Management Control Activity (GFM/MCA), at usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil.

C.3.12 SERIAL NUMBERS TO LOGISTICS SUPPORT ACTIVITY: For every weapon delivered under this contract, the contractor shall provide the following information to the PCO and Logistics Support Activity (LOGSA):

Serial Numbered Small Arms:

a. Tracking small arms by serial control transactions is required by AR 710-3, Chapter 4, Section 1, and shall be accomplished in accordance with Small Arms Serialization Program (SASP) Transaction. (CDRL A030, DI-MISC-80914B)

b. Weapon Serial Number (WSN) control transactions will be furnished for each small arm shipped under DOD contracts in accordance with the following:

(1) One serial number control transaction (80-column format), as applicable, shall be furnished for each weapon shipped and forwarded with the shipment.
(2) One set of serial number control transactions will be forwarded to each of the appropriate addressee(s) cited in the contract data requirements list (DI-MISC-80914B), block 14, within the time frames established by the CDRL, block 16. Media is described below.
(3) WSN control transactions required for the DOD Central Registry shall be inputted by the Contractor directly into the WEB Unique Item Tracking. In addition, the information (in spreadsheet format) shall be sent via email to usarmy.redstone.logsa.list.uit@mail.mil. In order to gain access to the LOGSA WEB site, the Contractor shall obtain a logon and password and have a valid DODAAC. To obtain Logon ID and password, go to the LOGSA homepage, www.logsa.army.mil and select the tab for System Access Request and follow the prompts. All other requests for information shall be sent to the above email address.

C.3.13 REPORTING OF RECEIPTS: The Contractor shall receive Government Furnished Property (GFP) from the Government and shall perform an inspection and inventory within the time specified by the CDRL. GFP received shall be reported by NSN, quantity, condition code, document number and serial number of receipt. Reporting data may be obtained from DD Form 1348-1A accompanying the receipt. (CDRL A031, DI-MGMT-80442)

C.3.14 ACCIDENT INCIDENT REPORT: The contractor shall report immediately any major accident or incident (including fire) resulting in one or more of the following: causing one or more fatalities; or one or more disabling injuries; damage to Government property exceeding $10,000; affecting program planning or production schedules; degrading the safety of equipment under contract such that personal injury or property damage may be involved; identifying a potential hazard requiring corrective action. (CDRL A032, DI-SAFT-81563)

C.3.15 OPERATIONAL SECURITY (OPSEC): The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan, in accordance with DI-MGMT-80934C, within 45 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the projects critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1. CCDC Armaments Center OPSEC POC e-mail: usarmy.pica.rdecom-ardec.mbx.ardec-opsec@mail.mil. (CDRL A033, DI-MGMT-80934C)

C.3.15.1: Contractor must ensure compliance with the Domestic Violence Amendment to the Gun Control Act of 1968 Nothing in this clause shall relieve the Contractor of its responsibility for complying with other 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.

C.3.15.2: The Contractor shall be capable of accessing, handling, receiving, and storing UNCLASSIFIED documents, equipment, hardware, and test items, using the applicable standards of FOUO information. Controlled Unclassified Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using USPS mail, Safe Access File Exchange (SAFE) website and/ or DoD Army approved encryption software as per AR 25-1.

C.3.15.3: DFARS Clause 252.225-7048, Export Controlled Items applies to this effort. All documents determined to contain export controlled technical data will be marked with the following notice: WARNING: - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

C.3.15.4: Contractor personnel shall be capable of accessing, handling, receiving, and storing UNCLASSIFIED documents, equipment, hardware, and test items, using the applicable standards of FOUO and CUI. DFARS Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting applies to this effort.

C.3.15.5: Per AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, must complete initial (Level I) OPSEC training within 30 calendar days of reporting for duty and must also complete annual OPSEC awareness training as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The Contracting Officer Representative (COR) or Agreements Officer Representative (AOR) can request CCDC Armaments Center OPSEC training from CCDC Armaments Center OPSEC POC e-mail: usarmy.pica.rdecomardec.mbx.ardec-opsec@mail.mil.

C.3.15.6: Per AR 530-1 (or DoDM 5205.02-M), an OPSEC review is required prior to all public releases. All government information intended for public release by a contractor will undergo a government OPSEC review prior to release.

C.3.15.7: DFARS CLAUSE 252.223-7007, SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES APPLIES TO THIS EFFORT.

C.3.16 ENVIRONMENTAL COMPLIANCE: All activities must be in compliance with federal, state and local environmental laws and regulations, Executive Orders, treaties and agreements.

C.3.17 EXPLOSIVE MATERIAL HANDLING (ARDEC 169): The Contractor shall comply with the requirements of the Department of the Army Pamphlet (DA PAM) 385-64, Ammunition and Explosives Safety Standards, in effect on the date of the solicitation for this contract.

C.3.18 DEMILITARIZATION: At the conclusion of this contract, all excess or unaccepted M320/M320A1, components or sub-components shall be demilitarized in accordance with Appendix 4, Category I Small Arms Weapons, Parts, and Accessories of DoD 4160.21-M-1, Defense Demilitarization Manual.

C.3.19 WARRANTY PROGRAM: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for the use of their particular purpose. For the terms and conditions see Section I. The Contractor shall provide a Warranty Performance Report. (CDRL A034, DI-SESS-81639)

C.3.20 NON-FIRING, INERT TRAINER WEAPON: The contractor shall provide a non-firing, inert training weapon.

a. The M320/M320A1 inert training weapon must be a 1:1 scale replica of the M320/M320A1 grenade launchers that look, feel, and operate like a full-functioning firearm, but not made to fire live ammunition. The inert training weapon shall be able to be field stripped and removed in the same manner as a standard M320/M320A1 grenade launcher for simulated Preventive Maintenance Checks and Service checks and cleaning. The contractor shall provide the inert weapons within three hundred (300) days after contract award. Vendor MUST have a verification letter from The Bureau of Alcohol, Tobacco and Firearms (BATF) that verifies that it is a prop gun and does not meet the definition of a firearm. As a minimum, all items must meet the below listed features:

(1) Shall have the same exterior/envelope dimensions as the M320/M320A1.
(2) Shall be approximately the same weight as the M320/M320A1. Items which have been altered to provide an inert feature are allowed to be of different weight.
(3) Shall be able to provide tactile feedback for the trigger pull that is equivalent to the production M320/M320A1 (60 N +/- 10 N).
(4) Shall be capable of putting in safe and fire selector positions. The safe and fire selector positions shall function in the same manner as the production M320/M320A1.
(5) Shall have a barrel that opens and closes in the same manner as the production M320/M320A1.
(6) Shall not accept a 40mm grenade.
(7) Shall not be adaptable to fire a 40mm grenade.
(8) Shall be manufactured with the same materials, heat treatment, and finish as a production M320/M320A1.
(9) Shall interface to the M4A1 carbine in the same manner as a production M320/M320A1.
(10) Shall include M320/M320A1 mounting adapters.
(11) Shall include a production quality collapsible buttstock, vertical grip, and sling.

(CDRL A035, DI-MISC-80678)

b. The contractor shall submit the inert design to the Government 240 calendar days after contract award, prior to submission to the BATF for review and approval. (CDRL A036, DI-MGMT-80688)

C.3.21 Place of Performance will be identified once the contract is awarded.

*** END OF NARRATIVE C0001 ***

SECTION D - PACKAGING AND MARKING
Item Nomenclature: 40mm M320 and M320A1 Grenade Launchers:

Bar Code Requirements: 2D Bar Codes Required

Detailed Utilization Requirements: Unitization Drawing: Standard Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40X48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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

Marking: In addition to any special marking and markings called out in the Special Packaging Instruction or drawing: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify
the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see
http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load. Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic
address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have barcodes applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

Military Shipping Label. Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129. Contractors are MILPAC (<"http://milpac.com">) and Easysoft Corporation (<"http://easysoftcorp.com">)(Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)"
Transportation Requirements
Item Nomenclature: 40mm M320 and M320A1 Grenade Launchers:

Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for Arms, Ammunition or Explosives (AA&E)
As categorized in DOD 5100.76-M: Category III.

Government Furnished Property (GFP):
1) The GFP Laser Range Finders and Operator Manuals will be provided for over-packing.

2) The remaining GFP is provided for contract required testing.

Government Furnished Property Transportation Requirements:

Nomenclature: 40mm M320A1 Grenade Launchers:
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for AA&E: Category III.

Nomenclature: Cartridges for Weapons, Inert Projectile UN 0012_
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Hazard Classification: 1.4S
Transportation Security Category for AA&E: Category IV.

Nomenclature: Carbine, 5.56mm, M4A1
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for AA&E: Category III.

Nomenclature: Mounting Adapter, M16
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required.)
Transportation Security Category for AA&E: Item Is Not AA&E.

Nomenclature: Rifle, 5.56mm, M16A4
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for AA&E: Category III.

Nomenclature: Laser Range Finder
Packing and Marking Requirements
BAR CODE Requirement: 2D BAR CODES REQUIRED
Unitization Drawing: Standard: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

Marking: In addition to any special marking and markings called out by the Special Packaging Instruction or drawing, the following apply: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.
Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have barcodes applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping
container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

Military Shipping Label. Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129. Contractors are MILPAC (<"http://milpac.com">) and Easysoft Corporation (<"http://easysoftcorp.com">)(Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)"
Transportation Requirements:
Nomenclature: Laser Range Finder

Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for AA&E: Item Is Not AA&E.

Nomenclature: Operators Manual TM9-1010-232-10, November 2008:
Estimated weight of the item in its shipping container: Less than 200 pounds.
Security classification of the material to be shipped: Unclassified.
DOT Container Classification: Non Hazardous (No DOT Marking Required).
Transportation Security Category for AA&E: Item is not AA&E.

Special Packaging Instructions:_
Additional Special Packaging Instructions will be required in accordance with the M320 GL/M320A1 Grenade Launcher Technical Data Package (M320 GL TDP). Reference: Section J Attachment. Any discrepancy between the Special Packaging Instructions and this Section D Narrative then the Special Packaging Instructions override the Section D Narrative.

Note: Items with an Arms, Ammunition & Explosives (AA&E) Category are to be shipped in accordance with 49CFR & 4500.9R and shipment requires Dual Driver and Satellite Monitoring.

*** 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:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F . 1 Contract Term/Period of Performance (PoP): The contract(s) period of performance will be five years. This will include five separate ordering periods, each with a term of one year.

F . 2 Ordering Periods:

Ordering Period I shall start from date of contract award to 365 days after contract award (ACA).
Ordering Period II shall be 366 days ACA to 731 days ACA.
Ordering Period III shall be 732 days ACA to 1,096 days ACA.
Ordering Period IV shall be 1,097 days ACA to 1,461 days ACA.
Ordering Period V shall be 1,462 days ACA to 1,826 days ACA.

F . 3 Place of Performance/Free on Board (FOB) Deliveries: The place of performance for this effort shall be at the contractor's facility. All production deliveries shall be issued FOB origin, to the following location:

TBD

F . 3 . 1 First Article Test Deliveries/Dates: The First Article Test samples are due 240 days after contract award (ACA). The First Article Test Report is due 15 calendar days after completion of First Article Test and report shall be delivered to:

TBD

F . 4 Production Ramp-Up: TBD. Government seeks to recieve feedback and recommendations from industry to determine industry's capababilities in ramping up production.

F . 5 Production Delivery Schedule: Delivery schedules for production units will be established on each respective delivery order. Early deliveries are acceptable provided they entail no additional costs to the Government.

F . 5 . 1 Production Order Delivery: This production deliveries shall be delivered to the default location (below). The Government may alter delivery locations within a respective delivery order, dependent upon varying mission requirements:

DoDAAC: TBD
ADDRESS: TBD

F . 6 Authorization to Issue Delivery Orders: The Contracting Officer is the only official with authorization to issue delivery orders and obligate the Government.

*** END OF NARRATIVE F0001 ***

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:

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

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

(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 http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.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.

"Governments unit acquisition cost" means

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

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

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) 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
__-1-_____	-2-_____
__-1-_____	-2-_____
__-1-_____	-2-_____

(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
__-3-_____	-4-_____
__-3-_____	-4-_____
__-3-_____	-4-_____

(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 -5-.

(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 -6-.

(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 -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items 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 items.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

(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.

-1-

(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.

-2-

(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 item financing, submit a commercial item financing request.

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

(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.

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS
Ordering Period (O.P.) 1 is defined as the period of 12 months from the date of contract award.
Ordering Period (O.P.) 2 is defined as the period of 12 months from the end of O.P. 1.
Ordering Period (O.P.) 3 is defined as the period of 12 months from the end of O.P. 2.
Ordering Period (O.P.) 4 is defined as the period of 12 months from the end of O.P. 3.
Ordering Period (O.P.) 5 is defined as the period of 12 months from the end of O.P. 4.

Note: In the event that the requirement should increase after a Delivery Order has been initially issued, and then follow-on Delivery Order unit pricing shall be adjusted based on the cumulative quantity of the Delivery Orders placed within a ninety (90) day period of the original Delivery Order. The total quantity will be utilized to obtain the greatest economy of scale as outlined in the pricing schedule for that ordering period.

Orders may be placed only by a Contracting Officer within the contracting directorate of the Army Contracting Command - New Jersey. Other USG agencies may submit a written request to the M320 GL Technical POC (see Section G for contact information).

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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	NOV/2013
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	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2018
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-13	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-14	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-15	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG/2019
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-22	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2018
I-25	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000	MAY/2014
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-27	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN/2019
I-31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-32	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-34	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-41	52.232-25	PROMPT PAYMENT	JAN/2017
I-42	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-43	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013

	Regulatory Cite	Title	Date
I-44	52.233-1	DISPUTES	MAY/2014
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-49	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/2019
I-50	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-51	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-57	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-58	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-61	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-62	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-63	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-64	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-65	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-66	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-67	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-68	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-69	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-70	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-71	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-72	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-73	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-74	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-75	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
I-76	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-77	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-78	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-82	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-83	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC/2017
I-84	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-85	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-86	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-87	52.216-22	INDEFINITE QUANTITY	OCT/1995

Insert -1- in the blank in paragraph (d) of the above referenced clause.

I-88	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)	JAN/1997

(a) The Contractor shall test -1- unit(s) of Lot/Item -2- as specified in this contract. At least -3- 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 -4- calendar days from the date of this contract to -5- marked

First Article Test Report: Contract No. ___, Lot/Item No. ___. Within -6- calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-89 52.216-19 ORDER LIMITATIONS OCT/1995

The Government requests to recieve input from industry on what the minimum and maximum order quantities should be.

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, 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 -2-;

(2) Any order for a combination of items in excess of -3-; or

(3) A series of orders from the same ordering office within -4- 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 -5- days after issuance, with written notice stating the Contractors 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 52.243-7 NOTIFICATION OF CHANGES JAN/2017

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this

clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

I-91 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from -1- through -2-.

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

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

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

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

(End of Clause)

I-92 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-93 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-94 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation 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 office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

(g) If the Contractor does not have representations and certifications in 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:

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

(End of clause)

I-95 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT/2015

(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 FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits 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 shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall 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-96 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 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 shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall 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-97 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III SEP/2016

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-98 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

(End of Clause)

I-99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(b) The use in this solicitation or contract of any DoD 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-100 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	28-AUG-2019	036	EMAIL
Attachment 0001	40MM M320 & 40MM M320A1 TECHNICAL DATA PACKAGE	29-AUG-2019		
Attachment 0002	AMSTA-AR FORM 1350 TECHNICAL DATA REQUEST QUESTIONNAIRE	29-AUG-2019	002	EMAIL
Attachment 0003	FIRST ARTICLE TESTING	29-AUG-2019	002	EMAIL
Attachment 0004	GOVERNMENT FURNISHED PROPERTY	29-AUG-2019	005	EMAIL

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

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	OCT/2018

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

(2) The small business size standard is -2-.

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

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

(2) If the provision at 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 (d) 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 (d) applies.

[____] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,3173, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in SudanCertification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

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

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

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-6 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUN/2019

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

(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.

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

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

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

___ (ii) 252.225-7000, Buy American--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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/ . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and

applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	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-7 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT AUG/2019

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

"Covered telecommunications equipment or services", "Critical Technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered 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-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

(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 .

(End of provision)

K-9 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION JUN/2018

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/avc/rls/rpt/ ; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant

factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/avc/rls/rpt/ ; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(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:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	252.215-7008	ONLY ONE OFFER	JUN/2019
L-6	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
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; [ ] 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 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

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

(End of Provision)

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

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

http://farsite.hill.af.mil/ Or https://www.acquisition.gov/

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L.1 PROPOSAL INSTRUCTIONS:

L.1.1 General:

L.1.1.1 Offerors shall provide information by addressing each Factor/Subfactor in the format and sequence identified in the solicitation. The Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offerors capability to support the proposed response to the evaluation criteria. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.1.1.2 The proposal must not merely repeat the solicitation requirements, but rather must provide convincing documentary evidence in support of conclusive statements of how contract requirements will be met.

L.1.1.3 The Government intends to award without discussions (see FAR 52.215-1). Proposals that do not contain the information requested in this solicitation risk being determined Unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.1.1.4 Alternate Proposals: Alternate proposals will not be accepted.

L.1.1.5 Proposals shall be valid through 180 calendar days after solicitation closing date.

L.1.2 All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Officer. No direct discussion between the technical representative and a prospective Offeror will be conducted. Questions and proposals shall be sent to the following point of contact:

Army Contracting Command New Jersey
ACC-NJ-SW Bldg. 9
ATTN: Tariq Miakhel, Telephone: (973)724-2016
Picatinny Arsenal, NJ 07806-5000
E-mail: tariq.m.miakhel.civ@mail.mil

Please note that electronic e-mail proposal submissions will not be accepted.

L.1.3 The proposal shall consist of the following:

L.1.3.1 Each proposal shall be submitted in the English language and consist of and include all of the following:

a. A signed and completed Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the Offeror. Written acknowledgment of all amendments to the solicitation and all continuation sheets are to be filled in as directed, i.e., proposed prices in Section B, any fill-ins required, such as Contract Data Requirements List: DD Form 1423 with Blocks 17 and 18 completed if required, and Certifications and Representations in Section K. Offerors are directed to thoroughly read the solicitation and fill in the required information in the appropriate solicitation clauses. For any fill-ins that are not applicable, the Offeror must acknowledge by indicating N/A. The proposal must also include computation for the use of Government-Owned Production and Research Property, if applicable.

b. 5 electronic CD copies of the proposal volumes, as reflected in L.3., compiled using the Microsoft Office for Windows suite of applications, submitted on a single-write CD-ROM to prevent accidental erasure of the data therein, formatted for an IBM PC compatible computer. The Price Factor shall be contained on a separate CD from non-price Factors. Price breakdown will include MS Excel spreadsheets with formulae intact. Process flows may be delivered in hard copy if not compatible with the above software. CD copy must mirror the submitted hard copies. If the CD copy and hard copy differ, the CD copy supplied for each Factor will be used for the evaluation. Each CD must be clearly marked with Offerors Name and Request for Proposal Number. Alternatively, files may be provided in Portable Document Format (pdf).

c. Representations through System for Award Management. The purpose of electronic Representations and Certifications is to provide all Offerors with a portal in which to submit Representations and Certifications in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract Request for Proposal. As a requirement under the instant solicitation, all Offerors must submit Representation and Certification data into the System for Award Management (S.A.M.) at https://www.sam.gov/ and provide one (1) hard copy and one electronic copy (on CD) submitted as a .XPS file. Any Offeror that has previously submitted Representation and Certification data into SAM is reminded to update the data prior to submitting with the proposal

L.2 FORMAT FOR PROPOSALS

L.2.1 The Offerors proposal will be submitted in severable volumes based on the Factors as set forth below and all information specific to each Factor will be confined to that volume. Each proposal must include all volumes and shall be submitted by the closing date and time of the solicitation. Failure to provide any volume may result in the proposal being given an Unacceptable rating. Information

provided shall be specific to each Factor.

Page limitation for each Volume is as follows:

Volume I: Technical Factor (Maximum of 60 pages)
Volume II: Past Performance Factor (Maximum of 20 pages)
Volume III: Price Factor (No Maximum)

L.2.2 Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

Margins Top, Bottom, Left, Right - 1
Gutter 0
From Edge Header, Footer 0.5
Page Size, Width 8.5
Page Size, Height 11

L.2.3 Length:

L.2.3.1 Each volume shall be as brief as possible, consistent with complete submission. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation will be returned to the Offeror and will not be evaluated. Each paragraph shall be separated by at least one blank line. Annexes, documentation and attachments that are submitted by the Offeror, which are not required as part of the RFP, will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: volume title pages, table of contents pages, cross-referencing pages, indices, acronym lists and page dividers (used to separate proposal sections). Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one additional page. The font used shall not be less than 10 point.

L.2.3.2 Price Volume. Any documentation that is based on or includes mathematical calculations (e.g., calculations for rental value of government property in the Offerors possession, calculations where there is the appearance of unbalanced pricing, etc.) shall be submitted in electronic, executable format utilizing Microsoft Excel. Any additional information necessary to explain the proposed pricing that does not contain mathematical calculations may be submitted in Adobe, Microsoft Word or Microsoft Excel format.

L.2.3.3 Deviation from Requested Format. Request for deviations from the requested format shall be submitted to the Procuring Contracting Officer (PCO) no later than fifteen (15) days after release of the solicitation. Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any differences between the manner in which the proposal was requested and the manner in which it is proposed to be submitted.

L.2.3.4 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 Subfactors required in Section M of the RFP.

L.2.3.5 File Packaging - All of the proposal files shall be compressed (zipped) into one file using WinZip version 6.2 or later, or as separate uploads in their native format, i.e. doc, xls, ppt, etc. Please note Self extracting .exe files will not be accepted.

L.3 SPECIFIC PROPOSAL INSTRUCTIONS:

Offerors are responsible for including sufficient details (i.e. drawings, test data) to permit a complete and accurate evaluation strictly from a technical standpoint. The Technical Volume(s) shall have a separate index, which contains narrative titles that are cross-referenced to both the applicable SOW paragraph and page number. This index shall not count against the Page limitation for the Technical Volume. The narrative discussions shall also be related to the applicable SOW paragraph by placing the appropriate SOW number at the beginning of the discussion text. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarifications. The Offeror shall provide detailed narrative discussions that address both the SOW and the Contract Data Requirements List (CDRLs) of the Request for Proposal. All information and data provided shall be specific to theM320/M320A1 GL, components and assemblies, except for the area of Past Performance. In the response to the Request for Proposal the Offeror must address the following Factors and Subfactors:

L.3.1 Volume I - FACTOR I: TECHNICAL

L. 3.1.1 Subfactor 1: Manufacturing Plan

The Offeror shall provide a detailed Manufacturing Plan for the production and testing of the M320/M320A1 GL. The Plan shall include details for major/key subcontractors. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. The

Offerors Plan shall specifically address the following:

a) The proposed manufacturing process and process map for M320/M320A1 GL to include the steps required for its manufacture, assembly, inspection, test, marking and packaging as well as the sequence of operations for all major assemblies, subassemblies, and parts. The Offeror shall provide information on the elements that the Offeror intends to subcontract or purchase as materials/parts (i.e. Major/key subcontractors only).
b) The Offeror shall provide details on the prime and major/key subcontractor facilities, manufacturing equipment, inspection equipment, test equipment, and tooling to meet or exceed the solicitation requirements for delivery rates, quality requirements, and schedule. This shall include facilities and equipment that are not currently owned or leased by the Offeror and the Offerors plans for obtaining the facilities and equipment. Information as to whether these facilities, equipment and tooling can perform for the life of the contract, with or without replacement, shall also be provided.
c) The Offeror shall provide their understanding of all critical and special process areas and associated process controls and equipment maintenance plans which will be utilized in the production of the M320/M320A1 GL. Specifically the Offeror shall describe their Nylon Injection molding processes and associated process controls. Also, the Offeror shall describe their molding capability for the Nylon Injection molding processes.
d) The Offerors shall provide details on the maximum capacity of the proposed prime and major/key subcontractor facilities, equipment and tooling to ramp up producing the M320/M320A1 GL to meet the Request for Proposal (RFP) requirements.
e) The Offeror shall provide rational for the proposed approach and processes. Specifically the Offerors shall provide an explanation of how the approach and processes have previously been employed to manufacture items of comparable complexity to the M320/M320A1 GL, at delivery rates comparable to the RFP requirements.

L.3.1.2 Subfactor 2: Quality Assurance Plan

The Offeror, which includes major/key subcontractors, shall provide a Quality Assurance and Critical Characteristics Plan enabling the Government to evaluate the Offerors comprehension of the requirements of the RFP, and knowledge and experience to support a contract for full rate production. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. The submission shall include:
a) the proposed process to identify, manage, and control Safety Critical Characteristic data submitted which shall include identification of each Safety Critical Characteristic, the manufacturing process involved, the specific pieces of equipment and their function involved in fabrication, assembly, inspection and test. The adequacy of the methods to control the process for each Safety Critical Characteristic, as well as the adequacy of the proposed specific system to notify of non-compliance shall also be provided. The Offeror shall present its safety risk methodology it intends to use to determine inherent risks in the Offerors plant design, processes and all machinery/equipment. The methodology shall identify all assets that subject to protection (i.e. people, processes, machinery/equipment, information, chemicals, etc.)
b) identification of the Quality Management System and whether or not it is certified to, compliant with, or exceeds the requirements of ISO 9001:2015. The quality system shall explain the process used to document and control the manufacturing processes with respect to its impact on performance, safety, and storage life expectancy.
c) a description of processes to include, but not limited to, incoming inspection, fabrication, assembly, inspection, test, packaging, marking, and shipping ; in-process inspections and controls; and final inspections that illustrate the Offerors comprehension of the requirements of the solicitation. The extent to which and purpose thereto of quality requirements being "flowed down" to major/key subcontractors shall be clearly explained.
d) identification of inspection and prevention, and control of key parameters that could result in loss of performance, test failures, or reduced reliability (e.g., frequency of inspection, Process Control/Statistical Process Control (SPC) methods, and inventory management). The offeror shall describe its proposed process control methods to include, but not limited to, the following:
a. Calibration Control from hand tool to final test equipment
b. Traceability documentation from material to shipment
c. Maintenance records to trace future failures
d. ID markings
e) proposed failure investigation process as well as the process for addressing non-conforming material. In addition, the offeror shall provide a description of its Quality Tools and Systems as well as any proposed initiatives to minimize M320/M320A1A1 GL quality-related problems.

L.3.1.3 Subfactor 3: Management Plan

The Offerors, which includes major/key subcontractors, shall provide a Management Plan with details on how the manufacturing of the M320/M320A1 GL will meet the solicitation requirements. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. As a minimum this shall include:

a) An Integrated Master Schedule showing the schedule of events, inclusive of qualification and sequential environmental testing by statement of work tasks and significant milestones from raw materials to finished product. Include a breakdown of the M320/M320A1 GL in substantial detail showing specific piece-parts, sub-assemblies and components required. The contractor shall discuss parts and assemblies that have lead times in excess of 120 days. The Offeror shall provide a critical path and schedule data for major/key subcontractors. The Offeror shall also provide a risk management plan identifying significant risk areas and a mitigation plan for the

identified risk.
b) The approach and rationale for either doing the work in-house, or outsourcing (subcontracting), and provide the criteria and rationale used to select the subcontractors that will make each part as well as alternative suppliers. The Offeror shall also provide the approach to managing subcontractors, vendors, and suppliers. The Offerors proposal shall show projected business arrangements, work share, direct lines of authority and communication.
c) Identification of any Six Sigma, Lean Design, cost reduction, reliability improvement and continuous quality improvement efforts to be applied to this acquisition.
d) Description of the Configuration Management System that would be used for the M320/M320A1 GL. This shall include a description of how engineering changes, and variances to drawings and specifications are processed, reviewed, and acted upon. The Configuration Management Organization shall also be described as well as how configuration changes are accomplished and controlled at the subcontractor level.

L.3.2 Volume II FACTOR 2: PAST PERFORMANCE

L.3.2.1 Offerors shall identify pertinent past history, which indicates that similar efforts of equal or greater complexity have been performed using the Offerors existing plant capability and demonstrate satisfaction of customer requirements.

L.3.2.2 Offerors shall submit a list of all recent Government and commercial contracts (prime and major subcontracts) in performance or awarded to the Offeror and any of its major subcontractors within 3 years preceding the solicitation closing date, or awarded prior to 3 years preceding the solicitation closing date, but for which deliveries occurred or were scheduled to occur within 3 years preceding the solicitation closing date, which are relevant to the effort required by the solicitation. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. Offerors are reminded that both independent data and data provided by the Offerors in their proposals may be used to evaluate the Offerors past performance. The Government plans to rely on existing documentation from Federal databases to the maximum extent practicable. Sources of existing information available to the Government include, but are not limited to, Past Performance Information and Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Supplier Performance Risk System (SPRS) and Electronic Subcontract Reporting System (eSRS). The Government may use past performance information obtained from sources other than those identified by the Offeror. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph may result in rejection or receipt of a high performance risk evaluation by the Government. This volume shall be organized into the following sections:

(1) Section 1 Contract Descriptions. This section shall include the following information in the following format:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
PLEASE NOTE: While an Offeror may submit past performance information on relevant efforts where they performed as a major subcontractor, the Government does not have privity with subcontracts and therefore, may not be able to obtain qualitative information.
(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
(c) Governments technical representative/COR, and current e-mail address, telephone and fax numbers.
(d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
(e) Government contract administration activity's Pre-Award Monitor's name and current e-mail address, telephone and fax numbers.
(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
(g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.)).
(h) Awarded price/cost.
(i) Final or projected final price/cost.
(j) Original delivery schedule, including dates of start and completion of work.
(k) Final or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation, Request for Variance and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the Offerors delivered product.

(3) Section 3 Subcontracts. Offerors shall provide an outline of how the effort required by the Request for Proposal will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than 25% of the total proposed price.

(4) Section 4 New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(5) Past Performance Questionnaire. For all contracts identified in Section 1, Past Performance Questionnaires must be completed and submitted (APPENDIX D). 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 POC's shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist within 30 calendar days of the release of the RFP, to tariq.m.miakhel.civ@mail.mil. The Offeror is requested to e-mail the Contract Specialist a list of all the POCs who were sent a questionnaire. The list should be provided within 30 calendar days after release of the RFP. 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; Date E-Mailed to POC (month/day).

L.3.3 Volume III FACTOR 3: PRICE

L.3.3.1 The Offerors shall submit pricing in Section B for all priced CLINs, including all quantity ranges, where applicable. The proposed price for production CLINS shall be inclusive of all fabricating, testing, inspection, packaging and delivery of the solicited item. Each Offeror must propose a Firm-Fixed-Price for First Article Test CLINS for all ordering periods. Failure to provide a price for FAT may result in the offer not being considered for award.

L.3.3.2 In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an offeror using Government property. To eliminate an unfair competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property not specifically offered by this solicitation. As applicable, Offerors shall propose the per unit value of Government property for each CLIN/quantity range in accordance with FAR 52.245-9, Use and Charges. Offerors shall provide detailed calculations demonstrating how the per unit rental value was derived and documentation supporting the rental charges in sufficient detail to permit verification of the rental charges and evaluation of the per unit rental value.

L.3.3.3 Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when (a) Startup work, mobilization, first articles, or first article testing are separate line items; (b) Base quantities and option quantities are separate line items; or (c) The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract. Offerors shall provide documentation, including data, calculations and supporting rationale, for any apparent unbalanced pricing which will be used to determine if the proposed prices are balanced.

L.3.4 Volume V SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

L.3.4.1 Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A through M Fill-ins as required
Section A Standard Form 33 (SF 33), Solicitation, Offer and Award
Section B Supplies or Services and Prices/Costs
Section G Contract Administration Data
Section K Completed Representations, Certifications and Other Statements of Offeror
Written acknowledgment of all amendments to the solicitation is also required

L.4 ESTABLISHMENT OF IDIQ CONTRACT CEILING AMOUNT:

The exact ceiling amount of the IDIQ contract will be established as follows:
a. For M320 and M320A1 ordering periods 1 through 5, multiply the successful offerors mid-range agreed upon production unit prices by the mid-range maximum unit quantities (i.e. 200 for M320 and 3,000 for M320A1);

b. Sum the ten totals determined in step a.;
c. Multiply the step b. determined amount by 125% to account for any reasonable unforeseen growth in M320 and/or M320A1 production quantities;
d. Add the step c. determined amount to the successful offerors agreed upon First Article Test extended prices for M320 and M320A1 ordering periods 1 through 5 and successful offerors agreed upon Non-Functional Trainer Display/Model price.

*** END OF NARRATIVE L0001 ***

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:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

M. BASIS FOR AWARD

M.1 The Government intends to make one award as a result of this RFP. The Government will select for award the proposal that is most advantageous and represents the best value to the Government, with the Source Selection Authority (SSA) giving the appropriate consideration to the three evaluation Factors: Technical, Past Performance and Price. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation. In making the integrated assessment of the evaluation results, the SSA will give due consideration to all of the Factors and Subfactors and their relative order of importance. For evaluation purposes, the Technical Factor is approximately equal in importance to the Past Performance Factor, which each are more important than the Price Factor. All non-Price Factors, when combined, are more important than Price. Price will be evaluated, but not be rated with a color or adjectival rating. The Government reserves the right to make an award to other than the lowest priced Offeror, or to other than the Offeror with the highest Technical and/or Past Performance rating(s) if the SSA determines that to do so would result in the best value to the Government. In order to be considered for award a rating of no less than Acceptable must be achieved for the Technical Factor and all Subfactors. Also, an offer with a Past Performance rating of Limited or No Confidence shall be deemed unawardable.

M.2 The Government intends to award a contract without discussions (except for clarifications as described in FAR 15.306(a)), as permitted by FAR 15.306(a)(3) and FAR 52.215-1. However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

M.3 Minimum Acceptability: If an Offeror takes exception to any of the terms and conditions of the Request for Proposal, the offer may not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible potential.

M.4 Proposals that are unrealistic in terms of technical or schedule commitments may be considered indicative of a lack of understanding of the complexity of the contract requirements and may be determined Unacceptable.

B. FACTORS AND SUBFACTORS TO BE EVALUATED:

M.1 The Government will weigh the relative benefits of each proposal and the SSA will assess the results of the following Factors, listed below:

Factor 1: Technical
Factor 2: Past Performance
Factor 3: Price

The Technical Factor is approximately equal in importance to the Past Performance Factor, which each are more important than the Price Factor. All non-Price Factors, when combined, are more important than Price.

M.1.1 The Technical Factor has three Subfactors which are listed below:

Subfactor 1 - Manufacturing Plan
Subfactor 2 - Quality Assurance Plan
Subfactor 3 - Management Plan

All Technical Subfactors are of approximate equal importance.

M.1.2 The Past Performance Factor does not have any Subfactors

M.1.3 The Price Factor does not have any Subfactors.

M.2 The evaluators will use the following terms, except Adverse Past Performance, in support of the rating of the Technical Factor and Subfactors only. The Adverse Past Performance term is to be used under the Past Performance Factor only:

a. Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

b. Significant Weakness - A flaw that appreciably increases the risk of unsuccessful contract performance.

c. Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

d. Strength - An aspect of an Offerors proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

e. Significant Strength - An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

f. Uncertainty - Any aspect of a non-cost/price Factor proposal for which the intent of the Offeror 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).

g. Adverse Past Performance Past Performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as PPIRS or FAPIIS.

h. Low Performance Risk Proposal may contain weakness(es) which have little potential to cause disruption of schedule or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

i. Moderate Performance Risk Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule or degradation of performance. Special contractor emphasis and close Government monitoring will be able to overcome difficulties.

j. High Performance Risk Proposal contains significant weaknesses or combination of weaknesses which is likely to cause significant disruption of schedule or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

k. Unacceptable Performance Risk Proposal contains a material failure or a combination of significant weaknesses that increase the risk of unsuccessful performance to an unacceptable level.

M. EVALUATION APPROACH:

M.1 TECHNICAL EVALUATION APPROACH

M.1.1 Careful, full, and impartial consideration will be given to all proposals received pursuant to the RFP. A team of Government personnel will evaluate each proposal relative to the Factors and Subfactors. The result will be a determination of the overall merits of each proposal in terms of its potential to best satisfy the needs of the Government. In making the integrated assessment of the results of the evaluation of all Factors, the Government will give due consideration to the relative order of importance of such Factors and their merit ratings in relationship to price. The Government weighs any increase in merit rating against any additional cost to determine if the parity of the relationship warrants the paying of additional cost for additional merit.

M.2 FACTOR 1: TECHNICAL

The Technical Factor and Subfactors will receive a color/adjectival rating in accordance with the chart below.

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is very low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccesful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsucessful 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/or risk of unsucessful performance is unacceptable. Proposal is unawardable.

Within the Technical Factor, each Subfactor will be rated separately using the color code/adjectival ratings. Each Subfactor will be assessed for significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, schedule and performance risks, and uncertainties. Each Subfactor will be assigned an adjectival rating based upon these collective findings. The compilation of these Subfactor adjectival ratings will form the basis of the Factor rating.

Offerors that receive a final rating of Red/Unacceptable for the Technical Factor or any Subfactor are ineligible for award.

M.2.1 SUBFACTOR 1: Manufacturing Plan

The Government will evaluate the Offerors, which includes major/key subcontractors, detailed Manufacturing Plan for producing and testing of the M320/M320A1 GL as described below. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. The Government will evaluate the following areas:

a) The adequacy of the proposed manufacturing process and process map for M320/M320A1 GL to include the steps required for its manufacture, assembly, inspection, test, marking and packaging as well as the sequence of operations for all major assemblies, subassemblies, and parts in order to meet the requirements of the solicitation. The realism of the elements that the Offeror intends to subcontract or purchase as materials/parts will also be assessed (i.e. Major/key subcontractors only).
b) The adequacy and availability of the Offerors facilities, manufacturing equipment, inspection equipment, test equipment, and tooling to meet the solicitation requirements for delivery rates, quality requirements, and schedule. This will include facilities and equipment that are not currently owned or leased by the Offeror and their plans for obtaining the facilities and equipment. The details provided as to whether these facilities, equipment and tooling can perform for the life of the contract with or without replacement will also be assessed.
c) The adequacy of all critical and special process areas and associated process controls and equipment maintenance plans which will be utilized in the production of the M320/M320A1 GL. Specifically the Government will evaluate the adequacy of the Offerors Nylon Injection molding processes and associated process controls. In addition, the Government will evaluate the adequacy of the Offerors capability for creating molds for the Nylon Injection molding processes.
d) The adequacy of the Offerors capacity from the perspectives of facilities, equipment and tooling to ramp up production of the M320/M320A1 GL to meet the Request for Proposal (RFP) technical, production rate and delivery schedule requirements.
e) The adequacy of the Offerors proposed approach and processes. Specifically, the Government will evaluate the Offerors explanation of how the approach and processes have previously been employed to manufacture items of comparable complexity to the M320/M320A1 GL, at delivery rates comparable to the RFP requirements.
f) Manufacturing Plan realism, achievability and supportability.

M.2.2 SUBFACTOR 2: Quality Assurance Plan

The Government will evaluate the Offerors, which includes major/key subcontractors, description of their Quality Assurance and Critical Characteristics Plan to meet the Quality Assurance requirements as defined in the solicitation. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. The Government will assess the Offerors plan that is to be used for the M320/M320A1 GL. The Government will evaluate the following areas:

a) The adequacy of the proposed process to identify, manage, and control Safety Critical Characteristic data submitted which shall include identification of each Safety Critical Characteristic, the manufacturing process involved, the specific pieces of equipment and their function involved in fabrication, assembly, inspection and test. The adequacy of the methods to control the process for each Safety Critical Characteristic, as well as the adequacy of the proposed specific system to notify of non-compliance will be evaluated. The Offerors safety risk methodology will be evaluated for completeness and realism.
b) The adequacy of the proposed Quality Management System to meet solicitation requirements (through certification with or compliance with ISO 9001), as well as the details on how well the Offeror's described Quality System meets ISO 9001:2015 or an equivalent system acceptable to the Government. ISO 9001:2015 or equivalent is the minimally acceptable quality standard. The Government will also evaluate the adequacy of the proposed process to document and control the manufacturing processes with respect to their impact on performance, safety, and storage life expectancy.
c) The adequacy of the proposed quality system, as well as the adequacy and realism of the planned quality processes and procedures to be followed throughout all areas of performance including incoming inspection, fabrication, assembly, inspection, test, packaging, marking, and shipping. The Government will also evaluate the extent to which quality requirements are "flowed down" to the major/key subcontractors to increase the likelihood of program success.
d) The adequacy and feasibility of the Offeror's proposed critical production processes and associated production and test equipment relating to identification, inspection, and prevention and control.

e) The adequacy of the proposed failure investigation process as well as the process for addressing non-conforming material. The Government will evaluate the description, appropriateness and adequacy of the Quality Tools and Systems as well as any proposed initiatives to minimize M320/M320A1A1 GL quality problems

M.2.3 SUBFACTOR 3: Management Plan

The Government will evaluate the Offerors, which includes major/key subcontractors, Management Plan, and the details on how the Management Plan will support meeting the solicitation requirements. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. The Government will evaluate the following areas:

a) The adequacy and completeness of the Offerors Integrated Master Schedule showing the schedule of events, inclusive of qualification and sequential environmental testing by statement of work tasks and significant milestones. The Government will assess the Offerors breakdown of the M320/M320A1 GL in substantial detail showing specific piece-parts, sub-assemblies and components required. The Government will evaluate the Offerors explanations of parts and assemblies that have lead times in excess of 120 days. The Government will also evaluate the realism of the Offerors critical path. The Government will evaluate the adequacy of the Offerors Risk Management Plan as well as the realism of what the Offeror considers to be the significant risk areas in producing the M320/M320A1 GL and their plan for mitigating the risks.
b) The adequacy of the proposed approach and rationale for Make-versus-Buy decisions, and the appropriateness of the criteria and rationale used to select all subcontractors/vendors and alternate suppliers that will make each part; and the Offerors approach to managing all subcontractors, vendors, and suppliers. The Government will assess the feasibility of the projected business arrangements, work shares, direct lines of authority and communication. This will include analysis of any interdivisional transfers, teaming arrangements or other supplied effort.
c) The adequacy and benefit of any Six Sigma, Lean Design, reliability improvement and continuous quality improvement efforts to be applied to this requirement.
d) The adequacy of the Configuration Management System that would be used for the M320/M320A1 GL. The Government will assess the Offerors description of how engineering changes, and variances to drawings and specifications are processed, reviewed, and acted upon. The Government will evaluate the Offerors Configuration Management Organization and the description of how configuration changes are accomplished and controlled at the subcontractor level.

M.3 FACTOR 2: PAST PERFORMANCE

M.3.1 The Offeror, which includes major/key subcontractors, will be evaluated on the quality of their relevant and recent past performance, as it relates to the probability of success on this contract. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip. Both independent data and data provided by Offerors in their proposals may be used to evaluate the Offeror past performance. A single confidence rating will be established.

M.3.2 For the purpose of evaluating proposals, recent is defined as occurring within the following time standards: 1) occurring within 3 years preceding the solicitation closing date, or 2) awarded prior to 3 years preceding the solicitation closing date, but for which deliveries occurred or were scheduled to occur within 3 years preceding the solicitation closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform on this requirement. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25 % of the proposed price. Critical hardware is defined as the receiver, barrel, and pistol grip.

M.3.3 This evaluation will encompass all aspects of schedule, performance and supportability, including the Offerors detailed record of: 1) compliance of products, services, documents, and related deliverables to specification requirements and standards of good workmanship; 2) commitment to customer satisfaction and business-like concern for customers interest, and 3) timeliness of performance for services and product deliverables, including the administrative aspects of performance.

M.3.4 Based on the Offerors previous and current experience and performance on same or similar items, including the frequency of schedule delays, the Government will assess those risks associated with the Offerors past performance. The Government will focus its inquiry of the Offerors record of performance as it relates to all solicitation requirements, including schedule, quality of product, timeliness of performance, business practices, and customer significant achievement. Offerors are cautioned that the Government may use data obtained from other sources.

M.3.5 Performance Relevancy Assessment. The first aspect of the past performance evaluation is to assess the Offerors past performance to determine if work performed in the past is recent as recent is defined in C.3.2 above. Recency is not separately rated; however, the following criteria will be used to establish relevancy. In conducting the performance relevancy assessment, each contract shall be assigned one of the ratings identified below:

Past Performance Relevancy Ratings

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexitiesthis solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.3.6 Performance Confidence Assessment. The next aspect of the past performance evaluation is to determine how well the Offeror performed under the contract scope. The past performance evaluation gathers information from customers on how well the Offeror performed those past contracts. In conducting the performance confidence assessment, each Offeror shall be assigned one of the ratings identified below for each contract and an overall Past Performance Factor Rating:

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.
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.4 FACTOR 3: PRICE

M.4.1 Prices proposed in Section B of the solicitation will be utilized to compute a total evaluated price. A price reasonableness determination will be made on the total evaluated price which will be used in the performance of a tradeoff analysis. If the Government determines that adequate price competition was not obtained and/or if the total evaluated price cannot be deemed fair and reasonable, the Government reserves the right to request cost or pricing data and to evaluate such data utilizing the proposal analysis techniques delineated in the FAR 15.404-1 as deemed appropriate.

M.4.2 If an Offeror proposes the use of Government property in its possession thats not specifically being offered as Government Property by the solicitation, the total evaluated price will be adjusted to include a rental equivalent factor for each item of such property calculated in accordance with FAR 52.245-9. This adjustment will apply for the use of Government property by the Offeror as well as any subcontractor thereto. The value of the proposed Government property will be evaluated for realism.

M.4.3 The total evaluated price will be computed by summing the weighted evaluated prices computed from the unit prices proposed in Section B of the solicitation, including the evaluated per unit rental value for Government property. The weighted evaluated prices will be calculated as follows:

a. Items with a Single Numeric Quantity: The evaluated quantity for items with a single numeric quantity will be the stated quantity. The evaluated quantity will be multiplied by the proposed unit price including the evaluated per unit rental value to derive the

evaluated amount. The evaluated amount will be multiplied by the weighted percent in order to derive the weighted evaluated price. The weighted evaluated price will be rounded to the nearest whole dollar.

b. Items with Multiple Quantity Ranges: A weighted evaluated price will be calculated for each quantity range. The evaluated quantity for each quantity range will be the maximum quantity in the respective quantity range. The evaluated quantity in each range will be multiplied by the proposed unit price including the evaluated per unit rental value for that quantity range to derive the evaluated amount for each quantity range. The evaluated amount for each quantity range will be multiplied by the assigned weighted percentage to derive the weighted evaluated price for each quantity range. The weighted evaluated price will be rounded to the nearest whole dollar.

M.4.6 Unbalanced Pricing. The offerors proposal will be evaluated for unbalanced pricing utilizing cost or price analysis techniques. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced. In accordance with FAR 15.404-1(g), a proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Offers that include unreasonably high unit prices, for example the First Article Test CLINs, may be determined to be unbalanced and rejected IAW FAR 15.404-1(g).

M.5 DETERMINATION OF RESPONSIBILITY:

M.5.1 For small businesses, a Certificate of Competency may be required by the Contracting Officer in accordance with FAR 19.6.

M.5.2 A Preaward Survey may be required by the PCO in accordance with FAR 9.106.

M.5.3 For actions over $10M, a Preaward Clearance by the Office of Federal Contract Compliance Programs (OFCCP) will be required in accordance with FAR 22.805(a).

*** END OF NARRATIVE M0001 ***