

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page of Pages 1 123
2. Contract Number	3. Solicitation Number W15QKN-22-R-0008	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2022JAN26	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ARMY CONTRACTING COMMAND - NJ CCNJ-CA PICATINNY ARSENAL, NJ 07806-5000		Code W15QKN	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 01:00pm (hour) local time 2022MAR14 (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	A. Name AJA BARNETT	B. Telephone (No Collect Calls)		C. E-mail Address AJA.M.BARNETT2.CIV@ARMY.MIL
Call:		Area Code (973)	Number 724-7928	Ext.

11. Table Of Contents

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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)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item 25
24. Administered By (If other than Item 7)		25. Payment Will Be Made By		
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.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: AJA BARNETT
Buyer Office Symbol/Telephone Number: CCNJ-CA/(973)724-7928
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 conflicts exist 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 Combat Ammunition Systems (PM-CAS), hereby issues a Request for Proposal (RFP) for the manufacture, test, packaging, and delivery of 155MM XM1128 Artillery Metal Parts Assembly. The 155mm XM1128 Artillery Metal Parts Assembly is a 155mm High Explosive (HE) Carrier that consists of a forged projectile body and a separately forged base closure. The projectile body is made of High Fragmented-1 (HF-1) steel heat treated to the specified strength and the base closure is made from 4340 steel. The finished weight of the projectile body is 70.5 pounds, is approximately 28.235 inches long, and has a curved exterior. The finished weight of the base closure is 6.4 pounds with an approximate diameter of 6 inches and is approximately 3 inches long. In addition, the 155mm XM1128 Artillery Metal Parts Assembly utilizes a welded rotating band that encircles the projectile body close to the base. For interplant storage and transport, a Lifting Plug is threaded into the nose cavity, a Base Thread Protector and O-ring is installed with a desiccant bag inside, and a flexible cover is installed over the rotating band. For the storage and transport of the Base Closure, the base closure is placed in a VCI bag and shipped in a fiberboard container on a pallet.

2. Acquisition Strategy:

The Contractor shall manufacture and produce the XM1128 Artillery Metal Parts Assembly, in accordance with the Statement of Work (SOW) within Section C and all RFP requirements. The acquisition strategy restricts within the US and Canada only, in accordance with FAR 6.302-3(a)(2)(i), Industrial Mobilization, Engineering, Developmental, or Research Capability; or Expert Services. This acquisition will result in a single award, ID/IQ contract with Firm Fixed Price (FFP) delivery orders over five (5) years with one-year ordering periods. The anticipated award for this acquisition is Fiscal Year 2022, Quarter 4. Delivery schedules will be determined for each individual delivery order based upon the Government's requirements.

Best Value Tradeoff procedures, in accordance with FAR 15.101-1, shall be utilized. The Government plans to evaluate the following: Technical, Price, Past Performance, and Small Business Participation. For evaluation purposes, the Technical Factor is more important than the Price Factor, the Price Factor is slightly more important than the Past Performance Factor and the Past Performance Factor is significantly more important than the Small Business Participation Factor. This process allows the Government to accept other than the lowest price proposal.

3. Pricing:

The Offeror shall submit pricing within Section B for each priced Contract Line Item Number (CLIN) for all Ordering Periods (1-5), including all quantity ranges (when applicable) for First Article Test (FAT), Additional FAT (AFAT), and all production quantity ranges. The prices shall be based on Freight on Board (F.O.B) Destination. Additionally, this solicitation includes an Economic Price Adjustment (EPA) clause. See Sections B and H and Attachment 0001 Price Matrix, within Section J, for further information, fill-ins, and instructions.

Submission of data in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423, is a requirement for the contract but shall not be separately priced (NSP).

4. Disclosure of Unit Price Information:

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

5. Security Requirements:

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This solicitation is UNCLASSIFIED. Specifications and drawings for some of the components contain export control data and restrictive distribution markings. Sources in drawings are suggested, however the contractor is still required to meet the requirements of the solicitation. Those specifications and drawings are contained in the Technical Data Package (TDP) are Distribution D - Distribution authorized distribution of technical documents to the Department of Defense (DoD) and U.S. DoD contractors only. Requests for Distribution D TDPs shall be accompanied by a signed Non-Disclosure Agreement (NDA), a fully executed DD Form 2345 - Militarily Critical Technical Data Agreement, and an AMSTA-AR 1350 Technical Data Request Questionnaire found in Section J, Attachments 0006, 0007, and 0008, respectively.

To obtain DD Form 2345 Certification, go to the following website and follow the instructions provided:
<https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx> .

If you already have a valid and certified DD Form 2345, submit that accordingly. You do not have to re-register for another DD Form 2345. If a valid and certified DD Form 2345 exists, please submit it, electronically, to:

Renee Prendergast
CCNJ-CA
Email: renee.k.prendergast.civ@army.mil

Aja Barnett
CCNJ-CA
Email: aja.m.barnett2.civ@army.mil

Note on TDP access Once all of the required forms in Paragraph 5 above (Security Requirements) are received and approved, access to the TDP must be requested through System for Award Management (SAM) at "http://www.SAM.GOV" by each Offeror. Once that request is approved, access to the TDP will be granted.

Some technical documents contain export-control technical data and are subject to the following warning:

EXPORT-CONTROL WARNING - All technical documents that are determined to contain export-controlled technical data shall be marked WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Section 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, 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. When it is technically infeasible to use the entire statement, an abbreviated marking may be used, and a copy of the full statement added to the Notice To Accompany Release Of Export-Controlled Data required by DoD Directive 5230.25.

All entities shall comply with applicable U.S. export control laws.

THE CERTIFICATE OF DESTRUCTION (Section J, Attachment 0009) MUST BE SENT TO THE POINT OF CONTACT FOR THIS SOLICITATION NO LATER THAN 10 DAYS AFTER RECEIPT OF AN UNSUCCESSFUL OFFEROR LETTER OR NO LATER THAN 10 DAYS AFTER THE SOLICITATION CLOSES AND THE VENDOR DECIDES NOT TO SUBMIT A PROPOSAL.

Upon completion for the purposes in which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor.

Destruction of this Technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

6. Proposal Submission:

The proposal is to be submitted in accordance with the instructions in the solicitation. The Government assumes no liability regarding the likelihood that orders will be placed for any particular quantities above the guaranteed minimum amount under the proposed ID/IQ Contract. Clauses and provisions that are applicable to the item are located in the appropriate sections of the solicitation document. In order to have a complete copy of the solicitation, you will need to download the entire solicitation document; inclusive of all applicable sections and all applicable exhibits/attachments.

The Government intends to issue a Delivery Order for at least the contract minimum guarantee amount, which shall be awarded within ten (10) days after the base contract award.

THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD.

7. Questions:

All questions concerning this solicitation document, either technical or contractual must be submitted in writing to the Contracting Officer and the Contracting Specialist (listed below) of the Issuing office. No direct discussion between the technical representative

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and a prospective offeror will be conducted. Questions and/or proposals shall be sent to the following point(s) of contact via email: renee.k.prendergast.civ@army.mil and aja.m.barnett2.civ@army.mil.

8. General Information to Offerors or Quoter(s):

Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). Fill-ins are provided on Standard Form 33 and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

Information regarding the timeliness of response is addressed in the provision of the solicitation entitled either Late Submission, Modification and Withdraw of Bid or Instructions to Offerors Competitive Acquisitions.

9. Procurement Information:

This Procurement is being solicited using Other than full and open competition in accordance with Title 10 U.S.C. 2304(c)(3) as implemented by FAR 6.302-3 Industrial Mobilization, Engineering, Developmental, or Research Capability; or Expert Services one responsible source to ensure that there are adequate and affordable domestic industrial capabilities to meet current and future operations, training, combat and war reserve requirements. The applicable SIC/NAICS code is: 332993.

10. Issuing Office/Point of Contact Information:

U.S. Army Contracting Command - New Jersey
ATTN: Renee K. Prendergast
Contracting Officer
Office Symbol: CCNJ-CA
Picatinny Arsenal, NJ 07806-5000
Email: renee.k.prendergast.civ@army.mil

U.S. Army Contracting Command - New Jersey
ATTN: Aja M. Barnett
Contract Specialist
Office Symbol: CCNJ-CA
Picatinny Arsenal, NJ 07806-5000
Email: aja.m.barnett2.civ@army.mil

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

This contract will be a Firm-Fixed Price Indefinite Quantity Indefinite Delivery Contract. The length of this contract is five (5) years and it contains five (5) one-year Ordering Periods from FY22-FY27. The maximum contract value is \$344,220,000.00. The Government is only obligated to award a minimum guarantee of \$536,600.00.

The period of performance shall be 60 months from contact award or when the maximum contract value is reached, whichever comes first. An Ordering Period/Year is defined as:

Year 1 is defined as the ordering period of 12 months from the date of contract award; and

Year 2 is defined as the ordering period of 12 months from the end of Year 1; and

Year 3 is defined as the ordering period of 12 months from the end of Year 2; and

Year 4 is defined as the ordering period of 12 months from the end of Year 3; and

Year 5 is defined as the ordering period of 12 months from the end of Year 4.

Note: The terms "Year" and "Ordering Period" are used interchangeably.

Pricing

This solicitation includes an EPA clause. See below and Section H for further information and instructions. Submission of data in accordance with CDRLs, DD Form 1423, is a requirement for the contract but shall not be separately priced (NSP). See the section pertaining to pricing in Section L for details. Offeror must propose firm fixed prices for all First Article Tests (FATs), Additional FATs (AFATs), and all Production Quantity Ranges.

All CLIN prices shall be INCLUSIVE of the present value the cost of Steel and Copper. Only production CLINS are subject to Economic Price Adjustment. The baseline Steel and Copper for 155mm XM1128 Artillery Metal Parts Assembly costs for each quantity range shall be inputted in current year dollars in Section H, FAR 52.216-4 Economic Price Adjustment - Labor and Material - Actual Cost Method. The baseline Steel and Copper costs shall be the same for Ordering Periods 2 through 5.

The offeror shall fill in Firm Fixed Unit Prices within Section B CLIN structure for Initial FATs, AFATs, and all Production Quantity Ranges, for all ordering periods (Years 1-5). The firm fixed prices shall be based on F.O.B. Destination.

For the purpose of pricing, the CLINS listed within the Section B CLIN structure are independent of each other.

Multiple Ordering Window

The resultant contract will include a Multiple Order Window of sixty (60) days. See Section H for Multiple Ordering Window Language.

CLIN Structure Notification

For Packaging and Marking specifics, see Section D of this Solicitation.

For Inspection and Acceptance specifics, see Section E of this Solicitation.

For Deliveries and Performance specifics, see Section F of this Solicitation.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>METAL PARTS INITIAL FAT - ORDERING PERIOD 1</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS FAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>First Article Test (FAT) shall be in accordance with FAR Clause 52.209-3, located in Section I of the contract. FAT is due 345 calendar days after issuance of a delivery order that includes FAT. FAT may be waived, see FAR 52.209-3(h), or modified at the discretion of the Government.</p> <p>The ballistic FAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Upon FAT approval, the additional 2,756 units of XM1128 Metal Parts Assemblies shall be delivered to a location TBD.</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>METAL PARTS ADDITIONAL FAT - ORDERING PERIOD 1</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS AFAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>An Additional First Article Test (AFAT) is a FAT ordered in accordance with the Statement of Work (SOW), Paragraph C.3.3.2.2. Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes.</p> <p>The ballistic AFAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p>			\$ _____	\$ _____
0003	<p><u>PROJECTILE METAL PARTS PRODUCTION - ORDERING PERIOD 1</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0004	<p>NSN: 8140-01-689-6709 COMMODITY NAME: PROJECTILE PARTS - CFM PLUG CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>FROM</u></td> <td style="text-align: left;"><u>TO</u></td> <td style="text-align: left;"><u>UNIT PRICE</u></td> </tr> <tr> <td>500</td> <td>1999</td> <td>\$</td> </tr> <tr> <td>2000</td> <td>4000</td> <td>\$</td> </tr> </table> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p> <p><u>PROJECTILE METAL PARTS PRODUCTION - ORDERING PERIOD 1</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: PROJECTILE PARTS - GFM PLUG CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>FROM</u></td> <td style="text-align: left;"><u>TO</u></td> <td style="text-align: left;"><u>UNIT PRICE</u></td> </tr> <tr> <td>500</td> <td>1999</td> <td>\$</td> </tr> </table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	500	1999	\$	2000	4000	\$	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	500	1999	\$			<p>See Range Pricing</p> <p>See Range Pricing</p>	<p>\$ _____</p>
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
500	1999	\$																		
2000	4000	\$																		
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
500	1999	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005	<p>2000 4000 \$</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>METAL PARTS BASE CLOSURE PRODUCTION - ORDERING PERIOD 1</u></p> <p>NSN: 1320-01-689-8999 COMMODITY NAME: METAL PARTS BASE CLOSURE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>FROM</u></td> <td style="text-align: center;"><u>TO</u></td> <td style="text-align: right;"><u>UNIT PRICE</u></td> </tr> <tr> <td>500</td> <td style="text-align: center;">1999</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>2000</td> <td style="text-align: center;">4000</td> <td style="text-align: right;">\$</td> </tr> </table> <p>The 155mm XM1128 Artillery Metal Parts Base Closure shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	500	1999	\$	2000	4000	\$			<p>See Range Pricing</p>	<p>\$ _____</p>
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>												
500	1999	\$												
2000	4000	\$												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p> <p><u>METAL PARTS INITIAL FAT - ORDERING PERIOD 2</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS FAT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81400 Mfr Part Number: 6896709</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>First Article Test (FAT) shall be in accordance with FAR Clause 52.209-3, located in Section I of the contract. FAT is due 345 calendar days after issuance of a delivery order that includes FAT. FAT may be waived, see FAR 52.209-3(h), or modified at the discretion of the Government.</p> <p>The ballistic FAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p> <p><u>METAL PARTS ADDITIONAL FAT - ORDERING PERIOD 2</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS AFAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>An Additional First Article Test (AFAT) is a FAT ordered in accordance with the Statement of Work (SOW), Paragraph C.3.3.2.2. Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes.</p> <p>The ballistic AFAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
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FROM	TO	UNIT PRICE															
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8000	29999	\$															
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0010	<p><u>METAL PARTS BASE CLOSURE PRODUCTION - ORDERING PERIOD 2</u></p>			See Range Pricing	\$ _____												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
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2000	7999	\$															
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0011	<p><u>METAL PARTS INITIAL FAT - ORDERING PERIOD 3</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS FAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p>			\$ _____	\$ _____												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p>First Article Test (FAT) shall be in accordance with FAR Clause 52.209-3, located in Section I of the contract. FAT is due 345 calendar days after issuance of a delivery order that includes FAT. FAT may be waived, see FAR 52.209-3(h), or modified at the discretion of the Government.</p> <p>The ballistic FAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>METAL PARTS ADDITIONAL FAT - ORDERING PERIOD 3</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS AFAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>An Additional First Article Test (AFAT) is a FAT ordered in accordance with the Statement of Work (SOW), Paragraph C.3.3.2.2. Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
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FROM	TO	UNIT PRICE															
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0016	<p>(W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 Phipps Rd Picatinny Arsenal, NJ, 07806-5000</p> <p><u>METAL PARTS INITIAL FAT - ORDERING PERIOD 4</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS FAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>First Article Test (FAT) shall be in accordance with FAR Clause 52.209-3, located in Section I of the contract. FAT is due 345 calendar days after issuance of a delivery order that includes FAT. FAT may be waived, see FAR 52.209-3(h), or modified at the discretion of the Government.</p> <p>The ballistic FAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 Phipps Rd</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 W15QKN-22-R-0008
 PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p>PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>METAL PARTS ADDITIONAL FAT - ORDERING PERIOD 4</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS AFAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>An Additional First Article Test (AFAT) is a FAT ordered in accordance with the Statement of Work (SOW), Paragraph C.3.3.2.2. Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes.</p> <p>The ballistic AFAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p>			\$ _____	\$ _____
0018	<p><u>PROJECTILE METAL PARTS PRODUCTION - ORDERING PERIOD 4</u></p>			See Range Pricing	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p>W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>METAL PARTS INITIAL FAT - ORDERING PERIOD 5</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS FAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>First Article Test (FAT) shall be in accordance with FAR Clause 52.209-3, located in Section I of the contract. FAT is due 345 calendar days after issuance of a delivery order that includes FAT. FAT may be waived, see FAR 52.209-3(h), or modified at the discretion of the Government.</p> <p>The ballistic FAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>METAL PARTS ADDITIONAL FAT - ORDERING PERIOD 5</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: XM1128 METAL PARTS AFAT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>An Additional First Article Test (AFAT) is a FAT ordered in accordance with the Statement of Work (SOW), Paragraph C.3.3.2.2. Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes.</p> <p>The ballistic AFAT Samples shall consist of one (1) Lot of the 155mm XM1128 Metal Parts Assemblies and shall be delivered to the following location:</p> <p>Picatinny Ballistic Evaluation Center, Picatinny Arsenal, NJ, 07806</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0023	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>PROJECTILE METAL PARTS PRODUCTION - ORDERING PERIOD 5</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: PROJECTILE PARTS - CFM PLUG CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>2000</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>29999</td> <td>\$</td> </tr> <tr> <td>30000</td> <td>60000</td> <td>\$</td> </tr> </tbody> </table> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA</p>	FROM	TO	UNIT PRICE	2000	7999	\$	8000	29999	\$	30000	60000	\$			See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
2000	7999	\$															
8000	29999	\$															
30000	60000	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0024	<p>KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p> <p><u>PROJECTILE METAL PARTS PRODUCTION - ORDERING PERIOD 5</u></p> <p>NSN: 8140-01-689-6709 COMMODITY NAME: PROJECTILE PARTS - GFM PLUG CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>2000</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>29999</td> <td>\$</td> </tr> <tr> <td>30000</td> <td>60000</td> <td>\$</td> </tr> </tbody> </table> <p>The 155mm XM1128 Artillery Metal Parts Assemblies shall be manufactured and delivered in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL,NJ,07806-5000</p>	FROM	TO	UNIT PRICE	2000	7999	\$	8000	29999	\$	30000	60000	\$			See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
2000	7999	\$															
8000	29999	\$															
30000	60000	\$															
0025	<p><u>METAL PARTS BASE CLOSURE PRODUCTION - ORDERING PERIOD 5</u></p>			See Range Pricing	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>NSN: 1320-01-689-8999 COMMODITY NAME: METAL PARTS BASE CLOSURE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>2000</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>29999</td> <td>\$</td> </tr> <tr> <td>30000</td> <td>60000</td> <td>\$</td> </tr> </tbody> </table> <p>The 155mm XM1128 Artillery Metal Parts Base Closure shall be manufactured and delivered, in accordance with the XM1128 Metal Parts Statement of Work (SOW).</p> <p>Note: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award. The below DODAAC, W15QKN, is a place holder until a ship-to DODAAC is available. No deliveries shall be made to W15QKN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W15QKN) XR W6QK ACC-PICA KO CONTRACTING OFFICE BUILDING 10 PHIPPS RD PICATINNY ARSENAL, NJ, 07806-5000</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	2000	7999	\$	8000	29999	\$	30000	60000	\$				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
2000	7999	\$															
8000	29999	\$															
30000	60000	\$															
0026	<p><u>CONTRACT DATA REQUIREMENT LIST (CDRLS)</u></p>																
A001	<p><u>DATA ITEMS</u></p> <p>SERVICE REQUESTED: CDRLS A001-A038</p> <p>CLIN 0026-A001 is Not Separately Priced (NSP). The CDRLs (DD FORM 1423), A001-A038, associated with this</p>				<p style="text-align: right;">\$ _____ ** NSP **</p>												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>contract are provided in Section J, Exhibit A entitled "Contract Data Requirements Lists (CDRLS)- DD1423 Contains 38 Individual CDRLS".</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR THE PRODUCTION OF THE 155MM XM1128 ARTILLERY METAL PARTS ASSEMBLY

C.1.0 Scope: This Statement of Work (SOW) defines the requirements for the manufacture, assemble, inspection, package and delivery of the following contract items: 155mm XM1128 Artillery Metal Parts Assembly. The 155mm XM1128 Artillery Metal Parts Assembly consists of the Projectile Metal Parts Assembly and the Base Closure.

C.1.1 Objective: The Contractor shall provide all the necessary labor, materials, supplies, facilities, and equipment to perform the requirements as specified below.

C.1.2 Background: C.1.2.1 The XM1128 is a 155mm Projectile, High Explosive (HE), Metal Parts Assembly made from Projectile Metal Parts Assembly and the Base Closure. The Projectile Metal Parts Assembly is made from high fragmentation steel alloy, HF-1, which has a finished weight of approximately 71 pounds, is approximately 28 inches long, and has a curved exterior. In addition, the Projectile Metal Parts Assembly utilizes a welded rotating band that encircles the projectile body close to the base. The Base Closure is made from 4340 steel, has a finished weight of approximately 6.4 pounds and is approximately 3 inches long with a diameter of approximately 6 inches. For storage and transport of the Projectile Metal Parts Assembly, a Lifting Plug is threaded into the nose cavity, a Base Thread Protector with O-ring is installed with a desiccant bag inside, and a flexible cover is installed over the rotating band, and the metal parts assemblies are placed on wood pallets. For the storage and transport of the Base Closure, the base closure is placed in a VCI bag and shipped in a fiberboard container on a pallet.

C.2.0 Applicable Documents: The Contractor shall use the following documents as appropriate to manufacture, assemble, inspect, package, and deliver the contract items.

C.2.1 Mandatory Documents: The following documents are mandatory for use in producing and delivering the contract items.

C.2.1.1 155mm XM1128 Artillery Metal Parts Assembly:

<u>Number</u>	<u>Title</u>	<u>Date</u>
TDP 13071733 PRON: P22C12	Technical Data Package List for Projectile,155MM: HE, XM1128 Metal Parts Assembly	09 DEC 2021
TDP 13082834 PRON: P22C13	Technical Data Package List for XM1128 Base Closure	08 DEC 2021
MIL-DTL-32692	Detail Specification, Projectile 155 Millimeter: Extended Range, HE, Metal Parts Assembly, XM1128	27 OCT 2021
MIL-DTL-63268B w/ AMD 1	Plug, Shock Attenuating and Plug, Lifting, for M107 and M804	03 JUL 2007
MIL-DTL-45449C w/ AMD 2	Pallet, Units, Wood, For Shipment of Projectile Metal Parts and Projectile Ammunition	16 MAY 2017 16 MAY 2017
ECP R21A2023	155MM Pallet Specification Update (Clarifying Nails)	20 MAY 2021
RFV R20K8002	Addition of Mold Inhibitors for Wood Pallets	28 May 2020
ECP R21K2015	Clarification for Pallet Nails	31 AUG 2021
ECP R21A2038	XM1128 Metal Parts Specification Release	27 OCT 2021

C.2.1.1.1 Exceptions:

The following exceptions apply to TDPL 13071733 (PRON P22C12):

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DELETE MIL-DTL-NS-XM1128 and REPLACE with MIL-DTL-32692 to TDPL SPECIFICATIONS AND STANDARDS

ADD Dwg 13071727 XM1128 Body, Machined to TDPL PRODUCT DRAWING AND ASSOCIATED LISTS

ADD ACV00561 to TDPL PACKAGING DRAWINGS AND DOCUMENTS

The following exception applies to TDPL 13082834 (PRON P22C13):

DELETE MIL-DTL-NS-XM1128 and REPLACE with MIL-DTL-32692 to TDPL SPECIFICATIONS AND STANDARDS

C.2.2 Other Required Government Documents:

<u>Number</u>	<u>Title</u>	<u>Date</u>
MIL-STD-1916	DOD Preferred Methods for Acceptance of Product	01 APR 1996
MIL-STD-1168C	Ammunition Lot Numbering and Ammunition Data Card	11 MAR 2014
MIL-HDBK-1461B	Ammunition Manufacturers and Their Symbols	17 OCT 2019
MIL-STD-963C	Data Item Description (DID)	24 SEP 2014
EIA-649	Configuration Management Standard	04 MAR 2015
EIA-649-1A	Configuration Management Requirement for Defense Contractors	AUG 2020
MIL-HDBK-683	Statistical Process Control (SPC) Implementation And Evaluation Aid	13 APR 2004
NAS410 Rev 5 AMD 5	NAS Certification & Qualification of Nondestructive Test Personnel	30 OCT 2020
ISO 17025:2017	General Requirements for the Competence of Testing and Calibration Laboratories	01 Nov 2017
DOD 4160.28-M Volume 3 W/Change 2(8/31/18)	Defense Demilitarization: Procedural Guidance	07 JUN 2011

C.2.3 Reference Documents: The following documents are provided/listed for reference.

<u>Number</u>	<u>Title</u>	<u>Date</u>
CFR 49 Parts 100-180	Code of Federal Regulations	OCT 2005
ANSI/NCSL Z540.3-2006	General Requirements for Calibration Laboratories and Measuring and Test Equipment	03 AUG 2006
ANSI/NISO Z39.18-2005	Scientific and Technical Reports - Preparation, Presentation, and Preservation	27 JUL 2005

C.2.4 Order of Precedence: FAR 52.215-8 Order of Precedence Uniform Contract Format shall apply.

C.2.5 Data Item Description (DIDs):

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<u>Number</u>	<u>Title</u>	<u>Date</u>
DI-SESS-80639E	Engineering Change Proposal (ECP)	11 FEB 2020
DI-SESS-80640E	Request for Variance (RFV)	11 FEB 2020
DI-SESS-80642E	Notice of Revision (NOR)	11 FEB 2020
DI-QCIC-81891	Acceptance Test Report (ATR)	18 JAN 2013
DI-QCIC-81722	Quality Program Plan (QPP)	29 NOV 2006
DI-MGMT-81580	Contractors Standard Operating Procedure 08 AUG 1999	08 AUG 1999
DI-NDTI-80566A	Test Plan	14 NOV 2006
DI-NDTI-80809B	Test/Inspection Report	24 JAN 1997
DI-MISC-80678	Certification/Data Report	12 SEP 1988
DI-QCIC-81960	Measurement System Evaluation (MSE)	25 FEB 2014
DI-MISC-80508B	Technical Report - Study/Services	14 NOV 2006
DI-MISC-80000C	Data Item Descriptions (DIDs)	03 FEB 2015
DI- MGMT-81986	Critical Characteristics Control Plan (CCCP)	14 JUL 2015
DI-MGMT-81996	Critical Plan of Action (CPOA)	08 SEP 2015
DI-SESS-81248B	Interface Control Document (ICD)	07 APR 2015
DI-MGMT-80004A	Management Plan	30 OCT 2006
DI-MISC-80043B	Ammunition Data Card (ADC)	23 JUN 2009
DI-MGMT-81255	Production Status Report	02 MAR 1992
DI-QCIC-80736	Quality Deficiency Report	17 JAN 1989
DI-SESS-80255B	Failure Summary and Analysis Report	15 OCT 2019
DI-SAFT-81563	Accident/Incident Report	02 JUN 1998
DI-MGMT-80899	Hazardous Waste (HW) Report	07 SEP 1989
DI-ADMN-80447A	Contract Summary Report	08 NOV 2006
DI-MGMT-81861A	Integrated Program Management Report (IPMDAR)	16 SEP 2015
DI-ADMN-81505	Report, Record of Meetings/Minutes	20 NOV 1995
DI-MGMT-80934C	Operations Security (OPSEC) Plan	13 DEC 2010
DI-SAFT-80970A	Critical Safety Item, Characteristic and Critical Defect Report	02 JUN 1998

C.3.0 Requirements: Applicable to all contract items except where specifically identified in the paragraphs below.

C.3.1 Production: The Contractor shall manufacture, assemble, inspect, package, and deliver the contract items in accordance with documents listed in Paragraph C.2.1, Mandatory Documents and this contract. The Contractor shall be responsible for providing all equipment, tooling, and materials to include the shipping and packaging materials to deliver the aforementioned contract items, as directed by the delivery order. For the 155mm XM1128 Artillery Metal Parts Assembly, the Contractor shall furnish the Lifting Plug in

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accordance with all applicable drawings and specifications, if designated as Contractor Furnished Material (CFM) in the delivery order.

C.3.1.2 Government Furnished Material (GFM) Lifting Plug: The Contractor shall provide adequate storage of all GFM Lifting Plugs received to maintain the quality and integrity of the parts. Upon receipt of GFM Lifting Plugs, the contractor shall inspect for presence of the Ring Gasket and Foreign Material. The Contractor shall replace the Ring Gasket if missing and remove foreign material if present.

C.3.1.3 Production Planning and Lotting: Contractor shall maintain and make available a production plan and schedule. The production plan and schedule shall demonstrate that the production lot size is optimal and stabilized. Lotting shall be in accordance with MIL-STD-1168C.

C.3.2 Configuration Management: As applicable, the Contractor shall submit engineering changes to the baseline configuration as an Engineering Change Proposal (ECP) in accordance with DD Form 1423 (DI-SESS-80639E) and Notice of Revisions (NOR) (DI-SESS-80642E) to the U.S. Government for review and approval. The Contractor may submit a Request for Variation (RFV) (DI-SESS-80640E) in accordance with DD Form 1423 to the U.S. Government for review and approval.

C.3.3 Quality Assurance:

C.3.3.1 Quality Management System: The Contractor shall implement, maintain and submit to the Government upon request, the Quality Management System (QMS) that is certified or equivalent to ISO:9001:2015. The Contractor shall submit their QMS certification in accordance with DD Form 1423 (DI-QCIC-81891 Tailored). The Contractors QMS shall include a Quality Program Plan (QPP) for the items under this contract. The QPP shall include but not limited to sections covering the Contractors and Subcontractors Quality Systems, Calibration System, Product Traceability, Lot Control, Verification of Purchased Product, Inspection/Test Plan, Acceptance Inspection Equipment (AIE), Automated Acceptance Inspection Equipment (AAIE), Process Control Documentation (PCD), Subcontractor and Vendor Audits, Physical Configuration Audits (PCA), First Article Acceptance Test (FAAT), Test Incident Reports (TIR), and Rework Procedures. In addition, the Contractor shall document all processes and procedures for control of non-conforming material generated or created throughout this contract within the QPP. The Contractor shall submit to the Government upon request, the Quality Program Plan (QPP) in accordance with DD Form 1423 (DI-QCIC-81722). The Contractor shall maintain the QMS and QPP in a central location at the production facilities. The Contractor shall provide the Government access to the established central location for the QMS and QPP. The Contractor shall not implement changes to their established QPP without notification to and acceptance by the Contracting Officer.

The Contractor shall maintain all Quality and Inspection Records at the place of performance and these records shall serve as objective evidence relative to the effectiveness of the Contractors QMS and QPP, and compliance with the contract requirements. The Contractor shall submit any Quality and Inspection Records to the Government upon request in accordance with DD Form 1423 (DI-QCIC-81891). The Contractor shall provide the Government access to prime and Subcontractor facilities in support of regulatory surveys, inspections, and investigations.

C.3.3.1.1 Process Control Documents (PCD):

C.3.3.1.1.1 Phosphate and Painting Coating: On all applicable items and components, the Contractor shall submit to the Government for review prior to initial or additional First Article Test, production start-up, or production restart all written procedures, along with panel submission, and any test data as required in specification TT-C-490 and in accordance with DD Form 1423 (DI-MGMT-81580). The procedures shall include product names and manufacturers of all chemicals/materials used. All processes, equipment, and controls, along with the testing and test frequencies used, including the application of supplemental finishes, shall also be included.

C.3.3.1.1.2 Rotating Band Welding: The Contractor quality program shall include Process Control Documents for the welded rotating band operation. These documents shall include equipment manufacturer, material suppliers, all procedures for applying the welded rotating band and for maintaining, controlling and monitoring the welding rotating band application and parameters. The Contractor shall submit the aforementioned documents, including revisions thereto, to the Government for review in accordance with DD Form 1423 (DI-MGMT-81580).

C.3.3.2 First Article Test (FAT): A First Article Test (FAT) shall consist of items and quantities cited in the specifications identified in Paragraph C.2.1, Mandatory Documents: MIL-DTL-32692, MIL-DTL-63268B w/ AMD 1 if the Lifting Plug is CFM in the delivery order, MIL-DTL-45449C w/ AMD 2. The Contractor shall be responsible for providing all materials, first article samples, test equipment, facilities and support, and conducting destructive testing for the FAT. The Contractor shall examine and test all FAT samples in accordance with all contract requirements, item specifications, Quality Assurance Provisions (QAPS), and all drawings listed in the Technical Data Packages (TDP). The Contractor shall conduct the FAT at the manufacturing site and the Contractor shall invite the Government to conduct the final inspection of the FAT samples at the manufacturing site. The Contractor shall be responsible for conducting the Contractor provided subcomponents FAT/LAT. The Contractor shall invite the Government to witness all Subcontractor FATs. The Contractor shall invite the Government to witness the production of any First Article samples, Contractor inspection of the FAT samples, and the Government shall be able to conduct/verify dimensional measurements of First Article Test samples during production and Contractor inspections. The Contractor shall submit a First Article Test Plan in accordance with DD Form 1423 (DI-NDTI-80566A). Upon the completion of testing and inspection, the Contractor is responsible for submitting an Inspection Test Report in accordance with DD Form 1423 (DI-NDTI-80809B Tailored). The Contractor shall submit a Failure Summary and Analysis Report in accordance with DD Form 1423 (DI-SESS-80255B) for each First Article failure.

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C.3.3.2.1 Initial First Article Test (IFAT): The initial FAT is the first FAT awarded on the contract conducted after post award and prior to production start-up. This FAT is in accordance with the complete FAT requirements in this RFP. The U.S. Government plans to award an initial FAT no more than once per contract for each item.

C.3.3.2.1.1 In addition to the required FAT quantities cited in the specifications identified in Paragraph C.2.1, Mandatory Documents, the IFAT executed in Ordering Period 1 shall include the production and delivery of a lot consisting of 2,756 155mm XM1128 Artillery Metal Parts Assemblies. The Contractor shall examine and test this quantity in accordance with all contract requirements, item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the TDP.

C.3.3.2.2 Additional First Article Test: An Additional First Article Test may be required in accordance with Section J, Attachment 0003 - Quality Assurance Addendum or upon issuance of additional delivery order(s). Conduct of an Additional FAT is sometime after delivery of production quantities. The Contractor shall utilize the mature processes and existing equipment to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes and the Contracting Officer concurs.

C.3.3.2.3 First Article Test (FAT) Variable Data: The Contractor shall be responsible for providing variable data for all dimensions, listed and unlisted, on the applicable drawings in the TDP. The Contractor shall use an alternate method of obtaining variables data for attribute type AIE gages. The Contractor shall provide variable data during FAT and within the Inspection Test Report, even for features measured using approved Acceptance Inspection Equipment (AIE) during production.

C.3.3.2.4 Ballistic First Article Test (BFAT): The Contractor shall be responsible for providing samples for the Ballistic First Article Tests (BFAT). The Contractor shall inspect all Projectile Metal Parts Assemblies and Base Closures provided to support BFAT. All Projectile Metal Parts Assemblies and Base Closures provided shall meet all the requirements of their applicable specifications, drawings, and contract requirements. The Government will conduct the BFAT at the designated Government test location on the delivery order. The Contractor shall ensure the BFAT samples arrive at the test location a minimum 45 calendar days prior to the production CLIN delivery date on contract. The Government will conduct the BFAT in accordance with the contract requirements.

C.3.3.3 Lot Acceptance Test (LAT): The projectiles and components shall be subject to the Lot Acceptance Test in accordance with their applicable specifications, drawings, and contract requirements. The Contractor shall be responsible for conducting all Lot Acceptance Testing, excluding Ballistic Testing. The Contractor shall be responsible for providing Lot Acceptance samples, test equipment, and performing destructive Lot Acceptance Tests in accordance with applicable specifications, drawings, and contract requirements. The Contractor shall invite the Government to witness Lot production, Lot Acceptance Testing, and review of any data collected during Lot Acceptance Testing. The Contractor shall submit the Lot Acceptance Test Report (LATR) data in accordance with DD Form 1423 (DI-NDTI-80809B Tailored). Upon request, the Contractor shall submit a Failure Summary and Analysis Report in accordance with DD Form 1423 (DI-SESS-80255B) for each Lot Acceptance nonconformance found during production. As a part of this Failure Analysis and Action Report, the Contractor shall submit the Lot Acceptance Testing raw data to the Government.

C.3.3.3.1 Ballistic Lot Acceptance Test (BLAT): The Contractor shall be responsible for providing samples for the Ballistic Lot Acceptance Tests (BLAT). The BLAT samples shall consist of items and quantities cited in the applicable specifications, drawings, and contract requirements. The Contractor shall provide a complete 155mm XM1128 Artillery Metal Parts Assembly for each BLAT regardless of the BLAT supporting acceptance of only Projectile Metal Parts Assembly lot or a Base Closure lot. The Contractor shall inspect all Projectile Metal Parts Assemblies and Base Closures provided to support BLAT. All Projectile Metal Parts Assemblies and Base Closures provided shall meet all the requirements of their applicable specifications, drawings, and contract requirements. The Government will conduct the BLAT at the designated Government test location on the delivery order. The Contractor shall ensure that the BLAT samples arrive at the Test Center a minimum 45 calendar days prior to the production CLIN delivery date on contract. The Government will conduct the BLAT in accordance with the contract requirements.

C.3.3.4 Material Certification: The Contractor shall certify that all materials and subcomponents provided in support of this effort comply with the Specifications and Applicable Drawings listed in Paragraph C.2.1, Mandatory Documents. The Contractor shall submit the certifications in accordance with DD Form 1423 (DI-MISC-80678 Tailored). Certificates of Conformance are not adequate evidence of material certification; test data is required from the certification procedures. The Contractor shall maintain their material certifications for all material used in the manufacture of deliverable items for this contract. The Contractor shall submit these material certifications to the Government for review upon request.

C.3.3.5 Measurement System Evaluation (MSE): The Contractor shall implement and maintain an Acceptance Inspection Equipment/ Automated Acceptance Inspection Equipment (AIE/AAIE) program plan that is in accordance with the MSE requirement in Section E of this contract. The Contractor shall submit designs of all inspection and test equipment used to perform examinations and tests per required contract specifications in Paragraph C.2.1 Mandatory Documents. The Contractor shall submit the data in accordance with DD Form 1423 (DI-QCIC-81960). Inspection equipment used for acceptance of product shall be capable of repeatable measurements by various experienced inspection/test personnel. Calibration and verification of inspection equipment shall meet contract requirements. Approved AIE/AAIE, in accordance with this requirement, shall be available for use prior to First Article submission and approved prior to start of production. The Contractor shall only utilize Government approved AIE/AAIE on this contract for the inspection and acceptance of product. The Contractor shall establish and maintain a documented system for identification and approval of the AIE/AAIE. The Contractor shall not use any unapproved AIE/AAIE to accept product. The Government reserves the right to disapprove, at any time during the performance of this contract, the use of any AIE/AAIE not accomplishing its intended use in verifying an inspection or test

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characteristic.

C.3.3.5.1 Visual Examination Acceptance Standards:

C.3.3.5.1.1 Visual Acceptance Standards: The Contractor, with Government approval, shall establish visual acceptance standards specifically for each individual production line using samples presented and approved during the respective production line FAT. The Government can re-evaluate any approved visual acceptance standard for acceptability as needed. Establishment of these standards shall not waive the requirements for compliance with all documents listed in Paragraph C.2.1, Mandatory Documents.

C.3.3.5.1.2 Visual Acceptance Standards for Cavity Surface Defects: The Contractor may submit visual acceptance standards for evaluation of cavity surface defects from and for each respective production line after the first month of production. The Government can re-evaluate any approved visual acceptance standards for cavity surface defects for acceptability as needed. Establishment of these standards shall not waive the requirements for compliance with all documents listed in Paragraph C.2.1, Mandatory Documents. The Contractor shall meet all inspection frequency and method requirements within the documents listed in Paragraph C.2.1, Mandatory Documents, while using visual acceptance standards for evaluation of metal defects.

C.3.3.5.1.2.1 The Contractor shall submit a root cause analysis and preventative measures report in accordance with DD Form 1423 (DI-SESS-80255A) for each visual standard submitted for evaluation. At a minimum, the Contractor shall submit six samples exhibiting the same defect condition in severity, location, quantity, and appearance for evaluation in accordance with DD Form 1423(DI-QCIC-81960). For the six samples submitted, one sample shall remain in the forged condition that represents the appearance of the defect at cold inspection. The remaining five samples shall be in the final deliverable condition that meets all inspection requirements within the documents listed in Paragraph C.2.1, Mandatory Documents. The Contractor shall coordinate the review and marking of these samples with the Government technical agency prior to submission for evaluation. The Contractor shall present all six samples to the Government technical agency first in the forged condition at cold inspection and again when five of the six samples are in the final deliverable condition that meets all inspection requirements.

C.3.3.5.1.2.2 The Contractor shall monitor, maintain, and provide to the Government upon request objective evidence on the rate of occurrence for the defect condition represented in each approved visual standard.

C.3.3.5.1.2.3 The Contractor shall notify the Contracting Officer, initiate an investigation, and revise the root cause analysis with preventative measures report in accordance with DD Form 1423 (DI-SESS-80255A) if any of the following occurs:

- a)The defect represented by the approved visual standard exceeds 20% of production in a month.
- b)The defect represented by the approved visual standard exceeds 20% of the lot.
- c)If the percentage rate of occurrence for the defect in a month increases more than the previous month for three consecutive months.

C.3.3.5.1.2.4 If any of the conditions identified in C.3.3.5.1.2.3 occur, the Government reserves the right to suspend the approval of that visual standard for cavity surface defect. Upon acceptance of the revised root cause analysis with preventative measures report, the Contracting Officer may lift suspension of that visual acceptance standard for cavity surface defect.

C.3.3.5.2 Automated Acceptance Inspection Equipment(AAIE): The Contractor can elect to submit a phased-in approach on prove-out testing of Critical Characteristic Automated Acceptance Inspection Equipment (AAIE) to demonstrate reliability and confidence level required in MSE paragraph (g). If the Contractor elects to use a phased-in approach, the Contractor shall submit the required Acceptance (Prove-out) Test Plan containing a detailed phased-in approach with schedule. The Contractor Acceptance (Prove-out) Test Plan shall include an initial qualification of the AAIE with submission of associated Test Analysis Report to demonstrate reliability of 99.6% at a confidence level of 90%. The Acceptance (Prove-out) Test Plan shall also include actions with associated schedule to complete the inspection equipment demonstration to meet the MSE paragraph (g) requirement and submission of the final Test Analysis Report with supporting documentation. The phased-in approach to demonstrate the MSE paragraph (g) requirements shall not to exceed 90 calendar days from the date of first article approval or from initiation of production when first article is not required. The phased-in approach requires approval by the Government and is subject to a technical review and analysis. Disapproval of the contractors phased-in approach does not relieve the contractor of its obligation to comply with the terms of MSE paragraph (g).

C.3.3.5.3 Non-Destructive Testing: Prior to use of non-destructive testing equipment in production, the Contractor shall demonstrate and verify all non-destructive testing performed under this contract meets the contract requirements in Paragraph C.2.1 Mandatory Documents, clauses, and Drawings 13071724, 13071729, 13071730, 13071731, 13082825, 13082826, and 13082827. Prior to use of non-destructive testing equipment in production, the Contractor shall submit for approval inspection system design, descriptions of equipment, prove-out test plan, set up procedures, calibration procedures, verification procedures, maintenance and troubleshooting procedures, and operating procedures in accordance with DD Form 1423(DI-QCIC-81960). The Contractor shall implement Government approved procedures into production upon Government approval. The Contractor shall not make any change to the procedures after Government approval. The Contractor shall submit proposed changes to the procedures for approval. The Contractor shall not use any procedures in production without prior Government approval on this contract.

C.3.3.6 Ultrasonic Inspections

C.3.3.6.1 Ultrasonic Test Standards: The Contractor shall provide the ultrasonic test standards for use during the qualification and conduct of the ultrasonic inspection. The Contractor shall machine the standards from a dimensionally acceptable body in accordance with

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applicable drawings. The Contractor shall inspect the standard for all drawing requirements to determine acceptability prior to use. Certification of all standards is required and shall be included in the AIE/AAIE package (DI-QCIC-81960) submitted to the Government. Certification submission shall include all inspections performed on the standards. At a minimum, the Contractor shall recertify the standards annually and submit recertification to the Government. Recertification submission shall include measurement of the targets in each standard.

C.3.3.6.1.2 Manufactured Ultrasonic Defect Standards: Three months prior to the ultrasonic inspection equipment qualification, the Contractor shall provide the Government with 24 additional projectile bodies to support Government Manufactured Ultrasonic Defect Standards. The Contractor shall machine these projectile bodies from dimensionally acceptable parts in accordance with applicable drawings at the point of the parts ultrasonic inspection. The Manufactured Ultrasonic Defect Standards will contain notches and holes referenced in MIL-DTL-32692 paragraph 3.9.1; however, the notch and hole locations will vary to some degree within the respective zones of the ultrasonic test standard Drawings 13071730, 13071731 and 13082827.

C.3.3.6.2 Ultrasonic Inspection:

C.3.3.6.2.1 Ultrasonic Inspection Equipment: The ultrasonic inspection equipment shall be capable of displaying and recording variable data output in percent screen height. The equipment shall have the ability to display or record the highest value for each target on each standard.

C.3.3.6.2.2 Ultrasonic Test for Discontinuities: Projectiles shall be free of any discontinuities equal to or in excess of the ultrasonic inspection criteria for the respective zone. The inspection criteria are notches and holes in ultrasonic test standard drawings 13071730, 13071731 and 13082827.

C.3.3.6.2.3 Government Verification of Ultrasonic Inspection Equipment: The Government will verify the Contractors ultrasonic inspection equipment is designed to inspect the projectile body for discontinuities (flaws), and is capable of properly indicating the correct rejection signal when encountering discontinuities. To accomplish this verification process the Contractor shall insert the Government provided Manufactured Ultrasonic Defect Standard(s) into the ultrasonic inspection equipment for inspection. The Contractor shall perform this verification process as a part of the equipment prove-out. In addition, the Government may require the verification performed during FAT, once per 12-month period, and a break in production exceeding 90 days. If the ultrasonic inspection equipment fails to indicate the correct rejection signal when encountering any of the discontinuities within the Manufactured Ultrasonic Defect Standard(s), the Contractor shall immediately contact the Contracting Officer. The Contractor shall conduct a root cause investigation and document the investigation within a report submitted in accordance with the DD Form 1423 (DI-SESS-80255A) and paragraph C.5.5 Failure Reporting, Analysis, and Corrective Action System no later than 30 calendar days after the failure. The Contractors investigation report and proposed corrective actions require approval by the Government. If the ultrasonic inspection equipment is not approved on contract then the Government will not grant approval until the investigation is complete, the root cause to the failure is resolved, successful completion of prove-out in accordance with Measurement System Equipment (MSE) clause, and the successful completion of the verification process described herein. If the ultrasonic inspection equipment is approved on contract then approval will be rescinded until the investigation is complete, root cause to the failure is resolved, successful completion of prove-out per requirements in MSE Clause paragraph g(7), and the successful completion of the verification process described herein.

C.3.3.7 Personnel Qualification and Certification for Nondestructive Testing (NDT): All personnel operating or calibrating NDT equipment shall be qualified and certified in accordance with AIA-NAS-410. The Contractor shall obtain Government approval of all personnel operating or calibrating NDT equipment prior to use in production on this contract. The Contractor shall submit to the Government Personnel Certifications and supporting documentation in accordance with DD Form 1423 (DI-MISC-80678 Tailored) for all personnel performing quality acceptance inspections requiring specified levels of certification for this contract. The Contractor may submit to the Government qualification and certification to other standards for approval in accordance with DD Form 1423 (DI-MISC-80678 Tailored). The Government does not guarantee approval of any standard other than AIA-NAS-410.

C.3.3.7.1 Minimum AIA-NAS-410 qualification levels for NDT operators shall be as follows:

Level III: Review and approval of NDT procedures, equipment and personnel certification plus the following;

Level II: Set-up, calibration, modification of NDT equipment and procedures plus the following;

Level I: Operation of NDT equipment.

C.3.3.7.2 A logbook shall be maintained by the operator of each system which as a minimum, documents the use of standards, transducers, instrumentation, repairs, reasons for equipment breakage, if any, and changing of qualified operators or inspectors. The Contractor shall make available this logbook for review upon Government request.

C.3.3.7.3 A Level II Inspector shall be responsible to statically evaluate a defect whose response signal amplitude saturates the ultrasonic display to determine if a critical defect exists.

C.3.3.8 Tool Control Inspections: The Contractor may substitute measurements of the tool for component dimension inspections only with Government approval. The Contractor shall establish a correlation between the tool dimension and the component dimension. The

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Contractor shall generate a tool correlation study prior to substitution request submission to the Government. The Contractor shall obtain approval from the Government for all tool control inspection substitutions. Approval shall be determined based on Contractor submission. The Contractor shall submit the tool correlation study and inspection substitution request in accordance with DD Form 1423 (DI-MISC-80508B). Whenever the Contractor or Government identifies a defective tool control (component or tool) dimension, the Contractor shall take immediate action to correct the tool problem, and the Contractor shall reject all material produced since the last successful inspection. The Contractor shall be responsible for maintaining adequate surveillance documentation of the tool to assure compliance with the drawing requirements throughout the life of the tools. Upon request, the Contractor shall provide all tool surveillance documentation to the Government in accordance with DD Form 1423 (DI-NDTI-80809B).

C.3.3.9 Calibration System: The Contractor shall implement and maintain a system for the calibration and control of all measuring and testing equipment used for the performance of this contract. At a minimum, the calibration system shall comply with the requirements contained in ANSI/NCSL Z540.3-2006, or an industry equivalent system acceptable to the Government.

C.3.3.10 Certified Laboratories: The Contractor shall conduct all mechanical properties tests called out in the specification and Independent Verification of mechanical properties at a certified lab that is independent, in-house, or Government-approved. A certified lab for the purposes of mechanical properties testing is defined as complying with NADCAP or ISO 17025. The Contractor may perform testing in accordance with other equivalent specifications subject to Government approval.

C.3.3.10.1 Retention of Metallurgical Test Samples and Specimens: For a minimum of twelve months after test completion, the Contractor shall retain all test samples, specimens, and remnants of the projectile the samples or specimens were taken from for all mechanical properties tests called out in the specification and Independent Verification of mechanical properties testing requirements. At the request of the Government, the Contractor shall retain the aforementioned test samples, specimens, and remnants for a longer period of time, as deemed necessary by the Government. The extended period will not exceed twelve months after request for retention period extension.

C.3.3.11 Inspection System: The Contractor shall provide and maintain an inspection system acceptable to the Government covering all items and components under this contract. The Contractor shall tender to the Government for acceptance only items and components inspected and tested in accordance with the inspection system and found by the Contractor to be in conformance with contract requirements. As part of the system, the Contractor shall prepare inspection and test records evidencing all inspections and tests made under the system and the outcome. Immediately upon request, the Contractor shall submit those inspection and test records as objective evidence of all inspections performed and their outcomes to the Government in accordance with DD Form 1423 (DI-NDTI-80809B Tailored).

C.3.3.12 Government Source Inspection (GSI): Defense Contract Management Agency (DCMA) or the Administrative Contracting Officer (ACO) Staff shall conduct GSI and in-plant contract/Quality Assurance actions as directed by the Contracting Officer. The Contractor shall provide DCMA or the ACO Staff with advanced notification and schedule of all activities requiring GSI and product acceptance. The Government reserves the right to conduct independent audits, inspections, and testing of products and services to ensure compliance with contract requirements.

C.3.3.13 Audits:

C.3.3.13.1 Configuration Audit: At the option of the Government, the Integrated Product Team (IPT) may conduct a Physical Configuration Audit (PCA) assessing the conformance of the built hardware to the TDP. The Contractor may use EIA-649-1A paragraph 3.5.3 as a reference on the conduct of the audit. The Contractor shall be responsible for the performance of inspections and tests determined necessary by the Government to demonstrate conformance with the TDP. The Contractor shall provide the Government with advanced notification and schedule of all activities while conducting Configuration Audit. The Contractor shall submit the data to the Government in accordance DD Form 1423 (DI-STDZ-80000C). The audit shall consider materials, components, subassemblies and complete assemblies. The audit is conducted to establish that the final TDP accurately, adequately and completely expresses the design and manufacturing details to the lowest level, to permit complete traceability and to ensure that the total system has been reviewed.

C.3.3.13.2 Annual Quality Management System (QMS) Audits:

C.3.3.13.2.1 At any time during this contract effort, the Government reserves the right to independently audit or examine the Contractors and any sub-Contractors QMS, QPP, Quality Records, and Inspection Records for compliance to all contractual requirements. The Contractor shall place the necessary provisions in all Subcontractor/vendor purchase orders/contracts to grant the Government access to perform these audits. The Contractor shall provide personnel and facilities to support the above audits.

C.3.3.13.2.2 The Contractor shall develop and maintain in their QMS and QPP a plan for quality system audits (including vendor/suppliers) to verify compliance to contract requirements. The plan shall include an audit schedule and the provisions for the Government to participate as part of the audit team. The Contractor shall provide the audit schedules and audit reports to the Government in accordance with DD Forms 1423 (DI-QCIC-81722 and DI-NDTI-80809B Tailored, respectively). The Contractor shall notify the Government 30 calendar days prior to any Subcontractor/vendor audit, so the Government may witness the audit at their discretion.

C.3.3.14 Critical Characteristics Program:

C.3.3.14.1 The requirements for the Control of Critical Characteristics shall apply to the prime Contractor and extend to all suppliers

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having processes that may contain Critical Characteristics or any materials/processes affecting Critical Characteristics.

C.3.3.14.2 Critical Characteristics Control Plan (CCCP) & Critical Plans of Action (CPOA): Government approval of the CCCP shall be required prior to commencing production. The Contractor shall submit the CCCP in accordance with DD Form 1423 (DI-MGMT-81986). If contractor elects to use a CPOA, the Contractor shall be submit the CPOA for Government review in accordance with DD Form 1423 (DI-MGMT-81996). The CPOA requires Government approval prior to implementation.

C.3.3.14.2.1 The Contractor can find guidance for developing the required CCCP and optional CPOA at https://ac.cdc.army.mil/organizations/QESA/_files/CCCP_&_CPOA_Review_Guide_Rev-A_Amd_1_UNCLASSIFIED.PDF

C.3.3.14.2.2 The CPOA is not a waiver to the requirements of the Critical Characteristics clause. The CPOA shall address how an occurrence of a new failure mode not previously identified in the CPOA, exceeding the established threshold, or occurring after the inspection point (an escape) shall result in actions prescribed per paragraph (f) of the Critical Characteristics clause. The CPOA shall address how the Contractor analyzes the affected production process to investigate and verify that the root cause is consistent with an approved failure mode (including a temporary pause/shutdown of the affected process when appropriate), and that the non-conformance rate is within the approved threshold before continuing with production. The CPOA shall include procedures, characterizations, and resulting objective evidence used to confirm that the failure mode(s) of a critical non-conformance is one identified in the CPOA. The CPOA shall identify the method(s) the Contractor shall use to verify that a produced critical non-conformance is consistent with the identified failure mode(s). The Contractors verification methods shall address all the failure mode characterizations identified in the CPOA. The CPOA shall contain a Failure Modes and Effects Analysis (FMEA). The FMEA shall clearly indicate the failure modes that fall under the CPOA.

C.3.3.14.3 Lower Level Process Maps: The Contractor shall prepare Low Level Process Maps for each production line. These Low Level Process Maps shall describe how the Contractor is addressing all critical characteristics identified in the TDP. The Low Level Process Maps shall also include all production processes, operations, and Designated Points of Inspection (DPOI) for all required inspections. The Low Level Process Maps shall identify the creation and detection points for all critical characteristics defined within the TDP while detailing all the production processes, operations, and DPOI inputs, key activities performed, and outputs. Once a baseline Low Level Process Map is established, the Contractor shall maintain the Low Level Process Maps current for the duration of the contract. The Contractor shall be responsible for providing the Low Level Process Maps in Contractor format in accordance with DD Form 1423 (DI-SESS-81248B). The Contractor can find an example of a generic Low Level Process Map in Section J of contract.

C.3.3.15 Independent Verification/Inspection: The contractors processes shall include Independent Verification/Inspection. Per the requirements of the specifications / Detailed Technical Lists (See paragraph C.2.1, Mandatory Documents), the contractor shall obtain independent test results for mechanical properties and chemical composition from a certified lab.

C.3.3.15.1 Independent Verification of Mechanical Properties Testing:

C.3.3.15.1.1 Tensile Testing: In addition to the requirements for mechanical properties testing called out in the specifications, once per month, the Contractor shall have an additional second set of tension test specimens taken from the components selected for regular mechanical properties testing and test them at a certified independent or Government-approved lab. The Contractor shall submit both the regular mechanical properties test results and the corresponding additional independent test results to the Government in accordance with DD Form 1423 (DI-QCIC-81891).

C.3.3.15.1.2 If the Contractor supplies the Lifting Plug as CFM, then the Contractor shall perform independent verification of mechanical properties testing for the Lifting Plug. The Contractor shall submit the regular and the corresponding additional independent test results to the Government in accordance with DD Form 1423 (DI-QCIC-81891).

C.3.3.15.1.3 Plane-Strain Fracture Toughness Testing: In addition to the requirements for Plane-Strain Fracture Toughness testing called out in the specifications, once per year, the Contractor shall have an additional second set of test specimens taken from the components selected for regular Plane-Strain Fracture Toughness testing and test them at a certified independent or Government-approved lab. The Contractor shall submit both the regular Plane-Strain Fracture Toughness test results and the corresponding additional independent test results to the Government in accordance with DD Form 1423 (DI-QCIC-81891).

C.3.3.15.1.4 If an independent certified lab is used to perform the normal mechanical properties testing (Tensile, Elongation, Plane-Strain Fracture Toughness) specified in the item detail specification, a second independent certified lab or Government-approved lab must be used to test the second set of independent verification specimens. If the Contractor normally performs mechanical properties testing (Tensile, Elongation, Plane-Strain Fracture Toughness) in-house, only one independent certified lab needed to test the second set of independent verification specimens.

C.3.3.15.1.5 Both the regular and independent verification test results shall be submitted as part of the Lot Acceptance Test Report (LATR) in accordance with DD Form (DI-NDTI-80809B Tailored).

C.3.3.15.1.6 The Contractor shall immediately notify the Contracting Officer if there is any large discrepancy between the original certification and the independent certification of mechanical properties, or failure of any independent test sample or specimen to meet the minimum yield strength, percent elongation, or fracture toughness required by the TDP. Upon receipt of notification, the Government

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will notify the Contractor within five business days if a Contractor root cause investigation and report is required. The Contractor shall document the investigation within a report. The Contractor report shall include an analysis to determine the root cause(s) of the failure and provide all supporting objective evidence. The Contractor report shall also include the corrective actions for the root cause(s) identified, as well as, preventative measures to prevent recurrence of the failure. The Contractor report shall discuss in detail the techniques used to eliminate the root cause(s) identified. The Contractor shall submit the complete investigation report with the Contractors proposed corrective actions and preventative measures plan in writing to the Government in accordance with the DD Form 1423 (DI-SESS-80255A), and paragraph C.5.5 Failure Reporting, Analysis, and Corrective Action System. The Contractors investigation report and proposed corrective actions require approval by the Government. The Contractor shall preserve the test specimen remnants from the independent test until the Contracting Officer has provided disposition on the investigation results and proposed corrective actions in accordance with Paragraph C.5.5. Components produced since the last acceptable independent test are suspect. The Contractor shall segregate and hold these components for disposition until the investigation is complete, and the root cause to the test discrepancy is resolved. Disposition of the segregated components shall be approved by the Government Contracting Officer.

C.3.3.15.1.6.1 For minimum yield strength, a large discrepancy is defined as 15% difference between the original and independent yield strength value (ksi) test results.

C.3.3.15.1.6.2 For minimum percent elongation, a large discrepancy is defined as 50% difference between the original and independent percent elongation value (%) test results.

C.3.3.15.1.6.3 For minimum fracture toughness testing, a large discrepancy is defined as 20% difference between the original and independent fracture toughness value (KSI\`d6in) test results.

C.3.3.15.2 Chemical Composition Analysis: The Contractor shall have a sample of the raw material analyzed for chemical composition at a certified independent lab beginning with the first heat of steel and with every new heat of steel from the steel supplier. The independent verification test results shall be submitted as part of the LATR in accordance with DD Form 1423(DI-NDTI-80809B Tailored). If the material fails to meet the requirements specified in the TDP, the Contractor shall immediately contact the Contracting Officer. All material represented by the sample and all applicable components made since the last successful independent test shall be rejected. The Contractor shall not submit any suspect material for acceptance. The Contractor shall conduct a root cause investigation and document the investigation within a report. The Contractor report shall include an analysis to determine the root cause(s) of the failure and provide all supporting objective evidence. The Contractor report shall also include the corrective actions for the root cause(s) identified, as well as, preventative measures to prevent recurrence of the failure. The Contractor report shall discuss in detail the techniques used to eliminate the root cause(s) identified. The Contractor shall submit the complete investigation report with the Contractors proposed corrective actions and preventative measures plan in writing to the Government in accordance with the DD Form 1423 (DI-SESS-80255A), paragraph C.5.5 Failure Reporting, Analysis, and Corrective Action System. The Contractors investigation results and proposed corrective actions require approval by the Contracting Officer. Components produced since the last acceptable independent test are rejectable. The Contractor shall segregate and hold these components for disposition until the investigation is complete and the root cause to the test discrepancy resolved. Disposition of the segregated components shall be approved by the Contracting Officer.

C.3.3.15.3 Retention of Metallurgical Test Samples: The Contractor shall retain all test samples, specimens, and remnants of the projectile the samples or specimens were taken from until any necessary investigations are completed in accordance with Paragraphs C.3.3.15.1.6 & C.3.3.15.2.

C.3.3.16 Process Capability Control & Improvement (PCCI):

C.3.3.16.1 The PCCI requirements shall apply whether the product is produced at the Prime Contractor facility or Subcontractor facility, including sub-tier suppliers or vendors.

C.3.3.16.2 The Contractor shall review and consider all critical characteristics in the technical specifications for application of PCCI and inclusion in the Process Control Plan (PCP). This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities.

C.3.3.16.3 If at any point during production the Critical Characteristics Control Plan (CCCP) does not demonstrate or provide adequate control of the critical characteristic processes and operations, addition of those critical characteristics to the PCP will be required by the Government.

C.3.3.16.4 For those processes identified within the PCP, the Contractor shall continuously maintain and update objective evidence on each process capability, verify the process capability, and perform continuous improvement efforts. Upon request, the Contractor shall submit the objective evidence in accordance with DD Form 1423 (DI-NDTI-80809B).

C.3.3.16.5 When demonstrating process capability, the Contractor shall obtain objective evidence that nonconforming product cannot be accepted. Acceptance/ rejection parts may be run through the planned production system as verification that nonconforming product cannot be accepted.

C.3.3.16.6 When there is evidence or finding of noncompliance to the PCP, the Contractor shall prepare and submit a Failure Summary and Analysis Report with corrective actions plan to the Government in accordance with DD Form 1423 (DI-SESS-80255B).

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C.4.1 The Contractor shall assign Ammunition Lot Numbers and prepare Ammunition Data Card (ADC) with Lot Acceptance Test Report (LATR) for the 155mm XM1128 Projectile Metal Parts Assembly, Base Closure, and Wood Pallets, in accordance with MIL-STD-1168C and DD Form 1423 (DI-MISC-80043B).

C.4.2 The Contractor shall submit all Ammunition Data Cards (ADC) with LATR into the Worldwide Ammunition Data Repository Program (WARP) system. All ADCs shall be in accordance with documents listed in paragraph C.2.1. The Contractor shall format the ADC as required by the worldwide web application identified as WARP at <https://mhpwarp.redstone.army.mil/>.

C.4.2.1 For Wood Pallets, the Contractor shall submit the ADC and upload the LATR into WARP at least three business days prior to use in a 155mm XM1128 Projectile Metal Parts Assembly Lot in accordance with DD Form 1423 (DI-NDTI-80809B Tailored). The Contractor shall notify the Government Agency Responsible for Acceptance (GARA) upon submission of the ADC and LATR in WARP. The Contractor shall not use the Wood Pallet lot within a 155mm XM1128 Projectile Metal Parts Assembly Lot until the GARA accepts the ADC with LATR in WARP.

C.4.2.2 For 155mm XM1128 Projectile Metal Parts Assembly and Base Closure, prior to uploading the LATRs into WARP, the Contractor shall submit the LATRs to the GARA for concurrence in accordance with DD Form 1423 (DI-NDTI-80809B Tailored). The Contractor shall submit the LATRs within three business days of ballistic test sample shipment. GARA concurrence on the LATRs is required prior to acceptance of the 155mm XM1128 Projectile Metal Parts Assembly and Base Closure lots.

C.4.3 The Contractor shall generate hard copies of ADCs from WARP. The hard copies shall be signed and dated by the representative of the GARA, usually the DCMA QAR or other government designee. Signed ADC hard copies shall accompany each 155mm XM1128 Projectile Metal Parts Assembly and Base Closure Lots shipment. When ballistic acceptance tests are required at Government proving grounds, two hard copies of ADCs shall accompany the 155mm XM1128 Projectile Metal Parts Assembly and Base Closure Lots samples.

C.4.4 Sample Ammunition Data Cards (ADC): The Contractor shall be responsible to prepare and submit a sample ADCs in accordance with DD Form 1423 (DI-MISC-80043B).

C.4.5 MHP-WARP Access:

C.4.5.1 WARP resides within the Munitions History Program (MHP). MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. Contractors without CAC shall be responsible to obtain a DoD approved digital certificate. The Contractor, including any Subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed to gain access to MHP-WARP. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority (ECA) program. The Contractor shall be required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html>

C.4.5.2 Information Updates: System Administrators shall be advised when a Contractor receives a new contract. The Contractor shall notify USARMY.RIA.JMC.MBX.WARP@mail.mil within 30 calendar days after receipt of a new contract. Information to be included within the notification shall be the contract number, item, GARA, Manufacturer's identification symbol, and the names of the Contractors employees that will be inputting ADCs into the system. If the Contractor is a new producer and does not have a Manufacturer's identification symbol, the Contractor shall obtain one by sending a request to USARMY.RIA.JMC.MBX.WARP@mail.mil. The email shall contain manufacturer's name, address where performance of the contract shall take place, and a point of contact.

C.5 Reporting:

C.5.1 Contract Data Requirements: The Contractor shall provide all reporting requirements in accordance with the Contract Data Requirements List, DD Form 1423. Prior approval of CDRLs, i.e. MSE, PCCI, CPOA, CCCP, ADCs, on other USG contracts shall NOT guarantee rollover approval of any CDRL, DD Form 1423.

C.5.2 Government approval of Acceptance Inspection Equipment (AIE) and Automated Acceptance Inspection Equipment (AAIE) shall be required prior to FAT. Government approval of PCP shall be required prior to acceptance of First Article Test (FAT). The Contractor shall submit sample Ammunition Data Cards (ADCs) into WARP system prior to FAT. Government approval of the CCCP shall be required prior to commencing production.

C.5.3 Delayed Delivery Status Report: The contractor shall prepare a status report DD Form 1423 (DI-MGMT-81255) in case of delays in production deliveries.

C.5.4 Product Quality Deficiency Report: The Contractor shall submit Product Quality Deficiency Reports (PQDRs) for any defective Government Furnished Material (GFM) utilized on this contract in accordance with DD Form 1423 (DI-QCIC-80736).

C.5.5 Failure Reporting, Analysis, and Corrective Action System: At the Governments request, whenever there is a failure of the contract items to meet applicable Statement of Work, clause, specification, drawing, performance or safety requirements, the Contractor shall provide the Government a Failure Summary and Analysis Report in accordance with DD Form 1423 (DI-SESS-80255B). The Contractor shall be

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responsible for documenting the failure, conducting an investigation, and documenting the investigation within a report. The Contractor report shall include an analysis to determine the root cause(s) of the failure and provide all supporting objective evidence. The Contractor report shall also include the corrective actions for the root cause(s) identified, as well as, preventative measures to prevent recurrence of the failure. The Contractor report shall discuss in detail the techniques used to eliminate the root cause(s) identified. The Contractor shall also be responsible for 100% re-screening of any suspect lot(s) identified, and all the costs incurred to the Contractor and Government in the investigation, re-inspection, corrective actions and preventative measures.

C.5.6 Monthly Production Status Report: The Contractor shall submit a monthly production status report in accordance with DD Form 1423 (DI-MGMT-81255) that includes deliveries for the current month, cumulative deliveries to date per Contract Line Item Number (CLIN), next month's forecasted deliveries, production for the current month, cumulative production to date, and next months forecasted production. The report shall also include details on how many items produced are awaiting BLAT approval, and those accepted awaiting shipment. For the purposes of the Monthly Production Status report(s), deliveries shall be product accepted by the Government with DD250.

C.5.6.1 Government Furnished Material (GFM) Inventory Status: If applicable, on a monthly basis the Contractor shall submit a status of Government Furnished Material (GFM) supplied and GFM Line of Balance (LOB). At a minimum, this shall include material balance at the start of each month of production (past and future), material supplied (actual or predicted) during each month, material used or consumed (actual or predicted) during the month, and material balance (actual or predicted) at the end of each month through all production on contract. The Contractor shall identify material by condition code and lot number (where possible). The Contractor shall identify if material balance at end of month supports the current and/or projected production needs. The Contractor shall submit the GFM inventory status report in the Contractors format in accordance with DD Form 1423 (DI-MGMT-81255).

C.5.7 Accident/Incident Reporting: The Contractor shall immediately report to the Procuring Contracting Officer any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities; one or more disabling injuries; damage of 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 actions. The Contractor shall prepare a report for each incident in accordance with DD Form 1423 (DI-SAFT-81563).

C.5.8 Hazardous Waste Report: The Contractor shall assign all their hazardous waste management responsibilities to a single point of contact. The Contractor shall properly profile all waste generated as part of this contract to determine if any waste is hazardous waste as defined by 40 CFR. The Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with Federal, State, Army, and installation regulation, policy. The Contractor shall properly package the hazardous waste and complete the hazardous waste manifest. The Contractor shall remove and dispose of manifested hazardous waste generated by contract activities from the facility, to off-post permitted hazardous waste disposal facility. The Contractor shall submit this a Hazardous Waste Report capturing all hazardous waste manifests on a yearly basis in accordance with DD Form 1423 (DI-MGMT-80899).

C.5.9 End of Contract Report: The Contractor shall submit an End of Contract Report (DI-ADMIN-80447A). This report shall detail the manufacturing experience, the operations utilized, the difficulties encountered during the operations, the financial performance summary and any suggestions for future production. The Contractor shall write the report using ANSI Z39.18, and the ARDEC Contract Report Style Guide. The Contractor may obtain the Report Style Guide from the Contracting Officer.

C.6 Program Management:

C.6.1 Schedule and Plan: The Contractor shall create, submit, maintain and update an Integrated Master Schedule (IMS) in accordance with DD Form 1423 (DI-MGMT-81861A Tailored).

C.6.2 Integrated Product Teams (IPTs): The Contractor shall use and participate in IPTs in the management, test, and production processes.

C.6.3 Post Award Meeting: The Contractor shall host a post award meeting at the Contractors facility to include contracts, management, and technical personnel no later than (NTL) 30 calendar days after contract award. The Contractor shall provide the Government fifteen (15) calendar days notice prior to the date of the meeting. The Contractor, in conjunction with the Government, shall develop a detailed agenda within five (5) calendar days prior to the scheduled meeting. In Contractor format, Contractor shall provide the Government with minutes of the post award meeting in accordance with DD Form 1423 (DI-ADMIN-81505 Tailored).

C.6.4 Production Line Startup Readiness Review: The Contractor shall host a Production Line Startup Readiness Review with the Government prior to production of the First Article hardware. The Contractor shall provide the Government fifteen (15) calendar days notice prior to the date of the meeting.

C.6.5 Program Management Review (PMR): The Contractor shall host quarterly PMRs starting six months after contract award. The Contractor shall make their facility and appropriate personnel available for one day each quarter to host a meeting with Government. This meeting shall include a discussion of the Integrated Master Schedule (IMS), cost control strategies, quality control, PCCI, visual acceptance standards for metal defects, and production issues. The Contractor and the Government shall mutually derive meeting agenda. The Contractor shall provide the meeting agenda no later than five (5) business days prior to each review. The Contractor is responsible for providing PMR meeting minutes in accordance with DD Form 1423 (DI-ADMIN-81505 Tailored).

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C.6.5.1 On a quarterly basis, as a part of the Program Management Review (PMR), the contractor shall prepare and submit PCCI briefing charts in accordance with DD Form 1423 (DI-MGMT-80004A). The purpose of these charts shall be to review and discuss the Contractor's PCP identified processes capability, verification performed on process capability, process trend analysis, investigation into or ongoing continuous improvement efforts, actions taken to address or minimize variations in the process, and actions for stabilization of the process.

C.6.5.2 On a quarterly basis, as a part of the Program Management Review (PMR), the contractor shall prepare and submit charts on the visual acceptance standards for metal defects in accordance with DD Form 1423 (DI-MGMT-80004A). The purpose of these charts shall be to review and discuss the Contractor's rate of occurrence for the defect condition represented in each standard, trend analysis for the rate of occurrence for the defect in each standard, and investigations into or ongoing process improvements to reduce rate of occurrence for the defect in each standard.

C.6.6 Bi-Weekly Integrated Product Team (IPT) Meeting: During production, the Contractor and Government shall conduct bi-weekly meetings to discuss programmatic, quality, and manufacturing topics/issues, as needed. These meetings may be held at the Contractor site or by telephone. The Contractor shall ensure all functional areas of production, quality, contracting, and program management are present at every meeting.

C.7 Environmental Requirements:

C.7.1 All activities shall be in compliance with Federal, State, and local environmental laws and regulations, Executive Orders, Treaties and Agreements. The Contractor shall not use Class I or Class II Ozone Depleting Chemicals in the execution of the Program.

C.7.2 Environmental Review Meeting: At the Governments request, the Contractor shall host one meeting with Government environmental engineers to review the various manufacturing processes used to produce the items under this contract, discuss manufacturing wastes, and look at techniques to minimize hazardous wastes. This meeting shall be no later than 180 calendar days after contract award. The Contractor is responsible for providing meeting minutes in accordance with DD Form 1423 (DI-ADMN-81505 Tailored).

C.8 Demilitarization:

C.8.1 At the conclusion of the contract, the Contractor shall provide the Government with an inventory of all excess unaccepted Government-owned components, subassemblies and material for disposition instructions, including shipping instructions. Government-owned components, subassemblies and material dispositioned as either scrap or destroy shall be destroyed such that they are no longer usable or reclaimable for their original purposes. The Contractor shall use DODD 4160.28-M Volume W/ Change 2, Defense Demilitarization: Procedural Guidance for accomplishment of this task.

C.8.2 During the conduct or at the conclusion of the contract, the Contractor shall destroy all excess unaccepted components, subassemblies and material, and all excess energetic and non-energetic waste such that they are no longer usable or reclaimable for their original purposes. Once the Contractor destroys the material, it shall be disposed of only as scrap. The Contractor shall use DODD 4160.28-M Volume W/ Change 2, Defense Demilitarization: Procedural Guidance for accomplishment of this task.

C.9 Operation Security (OPSEC): The Contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award in accordance with DD Form 1423 (DI-MGMT-80934C). The OPSEC SOP/Plan will be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan shall specify the governments 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 shall be the OPSEC Coordinator. The Contractor shall ensure that this individual becomes OPSEC Level II certified per AR 530-1. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees shall complete annual OPSEC awareness training. Level I OPSEC training is available at the following website: <http://cdse.edu/catalog/elearning/GS130.html>

C.10 Controlled Unclassified Information (CUI): Contractor employees shall complete initial CUI training (available at <https://securityhub.usalearning.gov/index.html>) within 30 calendar days of start of performance on the contract, and then annually thereafter. All CUI shall be transmitted via encrypted channels such as the DoD Safe Access File Exchange (SAFE) website (<https://safe.apps.mil/>).

C.11 Safeguarding Covered Defense Information and Cyber Incident Reporting: The Contractor shall use the following to supplement Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

C.11.1 System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews:

C.11.1.1 Within 30 calendar days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the Contractor's facility. The SSP(s) shall describe how the

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National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 security requirements are implemented as required by Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract, and identify all applicable Commercial and Government Entity Code codes affected. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

C.11.1.2 If the Government determines that the SSP(s) does not adequately describe how the NIST SP 800-171 security requirements are implemented, then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within 30 calendar days of notification by the Government. The Contracting Officer may provide for a correction period longer than 30 calendar days and, in such a case, may require the Contractor to submit a Plan of Action and Milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the Contracting Officer of any failure or anticipated failure to meet a milestone in such a POAM.

C.11.1.3 Upon conclusion of the correction period, the Government may conduct a follow on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

C.11.1.4 The Government may, in its sole discretion or in response to a cyber-incident, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government may conduct reviews at any time upon 30 calendar days' notice to the Contractor.

C.11.2 Compliance to NIST SP 800-171:

C.11.2.1 The Contractor shall fully implement the Controlled Unclassified Information (CUI) Security Requirements (Requirements) in NIST SP 800-171 in effect at the time the solicitation is issued or as authorized by the Contracting Officer, or establish a SSP(s) and POAMs that varies from NIST SP 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

C.11.2.2 Notwithstanding the allowance for such variation, the Contractor shall identify in any SSP and POAM their plans to implement the following, at a minimum:

C.11.2.2.1 Implement Requirement 3.5.3 (Multi-factor authentication). Multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, a combination of physical and logical protections acceptable to the Government may be substituted;

C.11.2.2.2 Implement Requirement 3.1.5 (least privilege) and associated Requirements, and identify practices that the Contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

C.11.2.2.3 Implement Requirement 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods;

C.11.2.2.4 Audit user privileges on at least an annual basis;

C.11.2.2.5 Implement Requirement 3.13.11 (Federal Information Processing Standards (FIPS) 140-2 validated cryptology or implementation of National Security Agency - or NIST-approved algorithms (i.e., FIPS 140-2 Annex A: Advanced Encryption Standard (AES) Or Triple Data Encryption Standard (DES) or compensating controls as documented in a SSP and POAM));

C.11.2.2.6 Implement Requirement 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which can be evaluated by the Government Program Manager for risk to the program;

C.11.2.2.7 Implement Requirement 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

C.11.3 Cyber Incident Response:

C.11.3.1 The Contractor shall, within 15 days of discovering the cyber incident (inclusive of the 72-hour reporting period in DFARS clause 252.204-7012), deliver all data used in performance of the contract that the Contractor determines impacted by the incident and begin assessment of potential warfighter/program impact. The Contractor shall deliver the incident data in accordance with the Department of Defense Cyber Crimes 2 Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx . In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

C.11.3.2 If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within 10 calendar days of identification. In such a case,

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the Contractor may request a delivery date later than 10 calendar days after identification. The Contracting Officer will approve or disapprove the request after coordination with DC3.

C.11.4 Army Counterintelligence (CI) Outreach:

The Contractor shall engage, whenever practicable, with Army CI industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting Army programs and technologies; and make Contractor personnel available for threat briefings specific to foreign intelligence threats to Army programs and technologies.

C.11.5 Army CI/Industry Monitoring:

C.11.5.1 In the event of a cyber-incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Army CI. This may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor, or vendor logs that show network activity, including any additional logs the Contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

C.11.5.2 If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor will coordinate with Army CI to implement additional measures, which may include allowing the installation of an appropriate network device owned and maintained by the Army CI, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an Army CI network device shall be the subject of a separate agreement negotiated between Army CI and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by Army CI. Use of this alternative approach shall also be the subject of a separate agreement negotiated between Army CI and the Contractor.

C.11.5.3 In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

C.12 Definitions:

C.12.1 Engineering Change Proposal (ECP): A vehicle by which engineering changes are made to the current approved TDP. These changes are not contractor process specific.

C.12.2 Request for Variance (RFV): Contractor specific, temporary departures from requirements that must be approved by the Government after contract award. A contractor may request Government approval to utilize or incorporate items for manufacture that knowingly depart from requirements through an RFV. RFVs do not constitute a change to the approved TDP. RFVs shall apply only to specified quantities or time period, not the entire remaining number of deliverable items or time left on the contract.

C.12.3 Safety Critical Item (SCI): A part, assembly, installation or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition. Unsafe conditions include conditions that could cause loss of or serious damage to the end item or major components, loss of control, or serious injury to personnel.

C.12.4 Integrated Master Schedule (IMS): The detailed task and time of work effort. The Government and Contractor management use this as the primary tracking tool for technical and schedule status through the end of the contract requirements. The IMS is an integrated and networked multi-layered schedule of program tasks from contract award to contract completion. The IMS is a networked schedule that identifies all events, milestones, accomplishments, and criteria, and the expected dates of each based on the calendar dates provided or used as the starting point.

C.12.5 Integrated Product Team (IPT): A team composed of representatives from all appropriate functional disciplines working together to build successful programs, identify and resolve issues, and make sound and timely recommendations to facilitate decision making. There are three types of IPTs: overarching IPTs (OIPTs) focus on strategic guidance, program assessment, and issue resolution; working IPTs (WIPTs) identify and resolve program issues, determine program status, and seek opportunities for acquisition reform; and program level IPTs focus on program execution.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

1. Commercial packaging requirement shall NOT apply to this procurement

Bar Code Requirements:

[X] 2D BAR CODES NOT REQUIRED

2. Detailed Requirements shall apply to this procurement.

a. Detailed Preservation and Packaging Requirements:

Preservation and Packaging Requirement shall be in accordance with:

Drawing 13071734, PACKING AND MARKING FOR PALLET, WOOD,
AMMUNITION FOR PROJECTILE, 155MM, HE, XM1128, METAL PARTS

b. Detailed Packing Requirements:

Packaging Requirement shall be in accordance with:

Drawing 13071734, PACKING AND MARKING FOR PALLET, WOOD, AMMUNITION
FOR PROJECTILE, 155MM, HE, XM1128, METAL PARTS

c. Detailed Marking Requirements:

Marking Requirements shall be in accordance with:

Drawing 13071734, PACKING AND MARKING FOR PALLET, WOOD, AMMUNITION FOR
PROJECTILE, 155MM, HE, XM1128, METAL PARTS

BARCODE REQUIREMENT:

Barcodes Required:

Barcodes/AEPPL per packaging drawings, SPI, detailed packaging
instructions

d. Detailed Unitization Requirements:

19-48-4076, BUNDLING OF SEPARATE LOADING PROJECTILES FOR STORAGE AND
TRANSPORT

e. Enter Applicable Exception(s)/Special Notes to Packaging
Requirements:

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

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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.

4. Estimated weight of the item in its shipping container:

Greater than 200 pounds but less than 2500 pounds

5. Identify security classification of the material to be shipped.

Unclassified

6. Identify the DOT container marking (Proper Shipping Name and Identification Number) and the hazard classification (for ammunition and explosives) or check the appropriate block. When available, attach the Hazardous Component Safety Data Sheet or Material Safety Data Sheet showing the Proper Shipping Name and ID Number.

Non Hazardous (Identification Number and Proper Shipping Name not required)

7. Enter the appropriate Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M:

Item is not AA&E

8. Government Furnished Property (GFP):

No GFP provided

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

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

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
Quality Management Systems	ISO 9001:2015	21 OCT 2015	Excluding paragraph 8.3

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

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- (End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-6	52.211-8	TIME OF DELIVERY	JUN/1997

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS AFTER DATE OF CONTRACT</u>
First Article Test (FAT)	1 LOT**	345 days after the Delivery Order Award
Additional FAT	1 LOT**	165 days after the Delivery Order Award
155mm XM1128 Metal Parts Assembly	Various	Beginning 420 days after Delivery Order Award at a rate of at least 2,000 per month*
155mm XM1128 Metal Parts Base Closure	Various	Beginning 420 days after Delivery Order Award at a rate of at least 2,000 per month*

*Note 1: 420 days only apply to the first delivery order award.

All ballistic samples for FATs/AFATs shall be shipped to:

Picatinny Ballistic Evaluation Center,
Picatinny Arsenal, NJ, 07806**

**Note 2: The delivery destination Ship-to DODAAC shall be provided upon Delivery Order Award.

All Production Quantities shall be shipped to:

To Be Determined (TBD) upon Delivery Order Award

For FAT, AFAT, and Production Quantities, it should be noted that INSPECTION and ACCEPTANCE are at Origin and F.O.B. is at Destination.

For FAT Report (FATR), it should be noted that F.O.B. Destination shall be utilized for ACCEPTANCE only.

(End of Clause)

F-7 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION MAR/2016

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

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"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.

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"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
_____N/A_____	_____N/A_____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
_____N/A_____	_____N/A_____

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified

(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.

(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--

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(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).

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- (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 (Exhibit A), 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.

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(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

DFARS PGI Case 2018-P001: The updated PGI provides a standard set of payment instructions that define how payments should be made based on the payment request type and the supply or service being acquired. Below is the table posted on the Defense Procurement and Acquisition Policy's website at: https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/PGI204_71.htm#payment_instructions

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions-- Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor- Hour Contract	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNS with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event

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of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

 52.232-16, Progress Payments | Progress | X | X | N/A | Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.

 52.232-29, Terms for Financing of Purchases of | Commercial | X | X | N/A | Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

 52.232-32, Performance-Based Payments | Performance Based Payments* | X | X | N/A | Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

 252.232-7002, Progress Payments for Foreign Military | Progress Payment* | X | X | N/A | Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

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

*** END OF NARRATIVE G0001 ***

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

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Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

N/A

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

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Multiple Ordering Window:

The resultant contract will include a Multiple Order Window of sixty (60) days. In the event that the Government has a requirement for a new delivery order to be placed within 60 days of a previously issued delivery order for the same item(s), the quantity of the current order shall be combined with the quantity from the preceding order to arrive at the cumulative quantity. The current delivery order will be priced at the contract price from the appropriate range and ordering period for the cumulative quantity.

*** END OF NARRATIVE H0001 ***

Instructions for Economic Price Adjustment Labor and Material - Actual Cost Method

(a) In accordance with FAR 16.203-3, this firm fixed price procurement provides for an Economic Price Adjustment (EPA) for the cost of Steel and Copper, which is used in the production of the 155mm XM1128 Artillery Metal Parts Assembly. The EPA calculation shall only apply to the quantities under the Production CLINs in Ordering Periods 2 through 5. The EPA calculation will not be used to adjust any other CLINs under this contract.

(b) The amount of any increase or decrease in line item prices will be limited to the cost of the actual fluctuation in the Steel and/or Copper only and shall not include indirect costs and profit.

(c) The Contracting Officer will notify the contractor approximately 45 days prior to exercising any options or issuance of a Delivery Order (out year). Within 20 days of the notice, the Contractor shall provide computations for any increases or decreases related to Steel and Copper, including related documentation (i.e. current vendor quotation) to support proposed changes. The out year unit prices will be awarded at the negotiated unit price plus or minus the contractors substantiated EPA, subject to the percentage threshold noted below, without interest.

(d) The total increase for any out year unit price shall not exceed ten (10) percent of the original proposed out year unit price, inclusive of the cost of Steel and/or Copper identified in your proposal. There identified in Section B. There is NO percentage limitation on the amount of decreases that may be made.

(e) EPA Formula Contract adjustments will be based on the difference between the Steel and/or Copper price included in the Contractors end-item price at the time of contract award versus the purchase order or invoice price for Steel and/or Copper used to produce the end item in the relevant contract modification.

There shall be no contract adjustment for any change in the cost of Steel and/or Copper, which would not result in a net change of plus or minus five (5) percent of the total price for the end item(s) associated with the relevant contract modification. The five (5) percent limitation applies to the figure remaining after all calculations have been made.

An Example of this calculation follows:

R1 = Cost of Steel and/or Copper associated with Out year Price per Section B

R2 = Raw Material Adjusted per EPA

O = Out year Unit Price (Inclusive of Steel and Copper) per Section B

R1 = \$50 Qty = 10,000 units

R2 = \$70

O = \$200 (Section B Price)

Trigger Threshold for EPA = 5%

Step 1: Out year Unit Price with Economic Price Adjustment

$(R2 - R1) + O$

$(\$70 - \$50) + \$200 = \220 (Out year Unit Price with EPA)

Step 2: Calculate the percent change of the Out Year Unit Price with EPA from Out Year Unit Price awarded, which includes the cost of Steel and/or Copper, from Section B.

$(R2 - R1) / O$

$(\$70 / \$50) / \$200 = .10$ (10.0%) (Percentage change of initially awarded unit price)

Conclusion: Since the EPA is only applicable if the adjusted price is plus or minus 5% of the Unit Price initially awarded and the increase calculated above is 10.0%; the Out Year Unit Price is subject to an Economic Price Adjustment.

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Based on the sample quantity of 10,000 each, the results of the EPA adjustment is as follows:

$\$200 * 10.0\% = \$20.00 * 10,000 = \$200,000$

(f) As the actual cost of Steel and/or Copper may fluctuate from the EPA substantiated cost, a final EPA adjustment may be necessary to reflect the final cost of Steel and/or Copper. The Contractor shall submit a final analysis which compares actual EPA costs to EPA substantiated costs from paragraph (c) above within 30 days following the receipt of the final invoice for Steel and/or Copper associated with the total out year quantity exercised. The Contractor's supporting data shall include copies of purchase orders or invoices showing the actual unit cost to include base price of Steel and/or Copper, any surcharges and total quantity of the applicable Steel and/or Copper material that the contractor procured to produce the 155mm XM1128 Artillery Metal Parts Assembly. The Contracting Officer will modify the contract to reflect the final EPA price adjustment.

(g) In addition to the above, any price adjustment shall be limited to the effect on the unit price resulting from the increases or decreases in the cost for Steel and/or Copper. There shall be no adjustment for:

- (1) Supplies or services for which the production cost is not affected by such changes;
- (2) Changes in line item unit price based on materials other than Steel and/or Copper; or
- (3) Changes in the usage quantity of Steel and/or Copper from that proposed for the production of the Steel and/or Copper.

THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION:

Start Weight for Steel for an individual XM1128 Artillery Metal Parts: _____

Start Weight for Copper for an individual XM1128 Artillery Metal Parts:

Hot Wire: _____

Cold Wire: _____

Baseline cost of Steel for XM1128 Artillery Metal Parts for Production Quantity

<u>ITEM</u>	<u>UNIT</u>	<u>COST OF STEEL AT PRESENT VALUE</u>
Production Quantity Range		
2,000 7,999	EA	_____
8,000 29,999	EA	_____
30,000 60,000	EA	_____

Baseline cost of Copper (Hot Wire) for XM1128 Artillery Metal Parts for Production Quantity

<u>ITEM</u>	<u>UNIT</u>	<u>COST OF COPPER AT PRESENT VALUE</u>
Production Quantity Range		
2,000 7,999	EA	_____
8,000 29,999	EA	_____
30,000 60,000	EA	_____

Baseline cost of Copper (Cold Wire) for XM1128 Artillery Metal Parts for Production Quantity

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<u>ITEM</u>	<u>UNIT</u>	<u>COST OF COPPER AT PRESENT VALUE</u>
Production Quantity Range		
2,000 7,999	EA	_____
8,000 29,999	EA	_____
30,000 60,000	EA	_____

(h) The contractor must submit adequate information to establish the baseline from which adjustments will be made. The Contracting Officer may require verification of the data submitted to the extent necessary to permit reliance upon the data as a reasonable baseline. Offerors shall provide the above detailed data required by the EPA clause with their original proposal submission. Supporting documentation is also required in the form of a Vendor Quote, Purchase Order, Invoice, etc. (including any escalation applied by the contractor) to substantiate the cost for raw materials Steel and/or Copper submitted above.

*** END OF NARRATIVE H0002 ***

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SECTION I - CONTRACT CLAUSES

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
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	JUN/2020
I-9	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN/2020
I-10	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-14	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-15	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN/2020
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-18	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-19	52.210-1	MARKET RESEARCH	JUN/2020
I-20	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-22	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-23	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-24	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-25	52.215-14	INTEGRITY OF UNIT PRICES	JUN/2020
I-26	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-27	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-28	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	JUN/2020
I-29	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-30	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/2017
I-31	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-32	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2021
I-33	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	SEP/2021
I-34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-35	52.222-3	CONVICT LABOR	JUN/2003
I-36	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION	MAY/2018
I-37	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-38	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-39	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-40	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-41	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-42	52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT/2020

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I-43	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-44	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-45	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-46	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-47	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-48	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-49	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-50	52.232-1	PAYMENTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-53	52.232-11	EXTRAS	APR/1984
I-54	52.232-17	INTEREST	MAY/2014
I-55	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-56	52.232-23	ASSIGNMENT OF CLAIMS	MAY/2014
I-57	52.232-25	PROMPT PAYMENT	JAN/2017
I-58	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-59	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-60	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-61	52.233-1	DISPUTES	MAY/2014
I-62	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-63	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-64	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-65	52.242-13	BANKRUPTCY	JUL/1995
I-66	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-67	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2021
I-70	52.245-1	GOVERNMENT PROPERTY	SEP/2021
I-71	52.245-9	USE AND CHARGES	APR/2012
I-72	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-73	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-74	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-75	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-78	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-79	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-81	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-82	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-83	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-84	252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG/2019
I-85	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-86	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-87	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-88	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-89	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-90	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-91	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-92	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
I-93	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-94	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-95	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-96	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-97	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-98	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-99	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-100	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-101	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013

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I-102	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
I-103	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-104	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-105	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-106	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-107	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-108	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-109	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-110	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-111	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-112	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-113	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-114	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-115	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
I-116	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-117	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-118	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-119	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-120	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-121	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-122	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-123	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-124	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-125	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-126	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
I-127	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-128	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-129	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-130	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-131	52.204-1	APPROVAL OF CONTRACT	DEC/1989

This contract is subject to the written approval of the Procurement Contracting Officer (PCO) and shall not be binding until so approved.

(End of Clause)

I-132 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test one (1) Lot of the XM1128 Projectile Metal Parts Assembly/Base Closure/Wood Pallets/Lifting Plugs as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to electronically to renee.k.prendergast.civ@army.mil, aja.m.barnett2.civ@army.mil, and jack.g.kurtz.civ@army.mil marked First Article Test Report: Contract No. ____, Lot/Item No. ____. Within 45 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

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

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

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

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

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

(1) progress payments, or

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

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

(End of Clause)

I-133

52.209-4

FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING

SEP/1989

a) The Contractor shall deliver one (1) Lot of the XM1128 Projectile Metal Pars Assembly/Base Closure/Wood Pallets/Lifting Plugs within 300 calendar days from the date of this contract to the Government at Picatinny Ballistic Evaluation Center for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

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

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

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

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

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

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

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

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

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

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

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

(End of Clause)

I-134 52.216-18 ORDERING AUG/2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through 60 months thereafter.

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

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

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--

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

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

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

(End of clause)

I-135 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 Projectile Metal Parts Assemblies/Base Closures* during Ordering Period 1, and 2,000 Projectile Metal Parts Assemblies/Base Closures* during Ordering Period 2 through 5, 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 60,000 Projectile Metal Parts Assemblies or Base Closures for all Ordering Periods;
- (2) Any order for a combination of items in excess of 60,000 Projectile Metal Parts Assemblies or Base Closures for all Ordering Periods; or
- (3) A series of orders from the same ordering office within 15 calendar 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

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in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar 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.

*Note: The maximum total quantity of 60,000 for all Ordering Periods is for the each of the Projectile Metal Parts Assemblies or Base Closures, as they are priced separately.

(End of Clause)

I-136 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after last delivery date in orders placed in Year 5.

(End of Clause)

I-137 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 2 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;

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(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 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

(4) In the event the 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)

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

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Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

(End of clause)

I-139 52.246-17 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE JUN/2003
(a) Definitions. As used in this clause--

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

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

(b) Contractors obligations.

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

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

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

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

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

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

(c) Remedies available to the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of

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a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-141 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-142 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016
(a) Definitions. As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-143 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO AUG/2020
SURVEILLANCE SERVICES OR EQUIPMENT

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

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

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(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors 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.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

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known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I-144 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- OCT/2021
MODIFICATIONS (DEVIATION 2022-00001)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-1(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractors Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract price; or

(2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractors knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the as of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the as of date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the as of date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

I-145 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-00001) OCT/2021

(a) Before awarding any subcontract expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds \$2 million, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data Modifications (DEVIATION 2022-00001).

(End of clause)

I-146 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS OCT/2021
(DEVIATION 2022-00001)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an

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exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2 million on the date of agreement on price or the date of award, whichever is later.

(End of clause)

I-147 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-148 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION SEP/2021

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

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

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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 (d) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to

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control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

I-149 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION JUL/2020
2020-00019)

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

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

(2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the

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Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

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

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

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

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

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

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-150 52.222-35 EQUAL OPPORTUNITY FOR VETERANS

JUN/2020

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

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

(b) Equal opportunity 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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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-151 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

JUN/2020

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor 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)

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I-152 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FEB/2021

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

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

Material (if none, insert None)	Identification
No. _____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-153 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:

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

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

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

"Eligible product" means--

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

(ii) "Free Trade Agreement country end product," other than a "Bahrainian end product," a "Moroccan end product," a Panamanian end product," or a "Peruvian end product," as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II;

(iii) "Free Trade Agreement country end product" other than a "Bahrainian end product," "Korean end product," "Moroccan end product," "Panamanian end product," or "Peruvian end product," as defined in of the Buy AmericanFree Trade AgreementsBalance of Payments Program (either alternate IV or alternate V) clause of this contract.

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

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

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

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

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

(c) The Contractor shall--

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

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

(i) Scrap or salvage; or

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

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

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

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

(1) Consign the shipments to the appropriate--

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

(ii) Military installation; and

(2) Include the following information:

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

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

(iii) Identification of the carrier.

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(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

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

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

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

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

(f) Preparation of customs forms.

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

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

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

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

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

(g) The Contractor shall--

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

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

(3) Mark on the exterior of all packages--

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

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

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

(1) The Contractors name, address, and Commercial and Government Entity (CAGE) code;

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

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

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

(5) Foreign supplier's name and address;

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(6) Number of the subcontract for foreign supplies;

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

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

(9) List of items purchased;

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

(i) Scrap or salvage; or

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

(11) Country of origin; and

(12) Scheduled delivery date(s).

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

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

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

(j) Subcontracts. The Contractor shall--

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

(i) Qualifying country components; or

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

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

(3) Include in applicable subcontracts--

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

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

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

(End of clause)

I-157 252.225-7021 TRADE AGREEMENTS--BASIC (DEVIATION 2020-00019)

JUL/2020

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

"Caribbean Basin country end product"--

(i) Means an article that--

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

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(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of--

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Designated country" means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Free Trade Agreement country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

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"Least developed country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

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

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	EXHIBIT A - CONTRACT DATA REQUIREMENT LISTS (CDRLS) - DD1423 - CONTAINS 38 INDIVIDUAL CDRLS		005	EMAIL
Attachment 0001	XM1128 METAL PARTS PRICE MATRIX		002	EMAIL
Attachment 0002	DATA ITEM DESCRIPTIONS (DIDS) INDEX - CONTAINS 28 INDIVIDUAL DIDS		104	EMAIL
Attachment 0003	QUALITY ASSURANCE ADDENDUM		022	EMAIL
Attachment 0004	LOW LEVEL PROCESS MAP		012	EMAIL
Attachment 0005	FORM 3002 - CLEARANCE TECH INFORMATION FOR PUBLIC RELEASE		002	EMAIL
Attachment 0006	NON-DISCLOSURE AGREEMENT (NDA)		003	EMAIL
Attachment 0007	DD FORM 2345 - MILITARY CRITICAL TECHNICAL DATA AGREEMENT		002	EMAIL
Attachment 0008	AMSTA-AR FORM 1350 - TECHNICAL DATA REQUEST QUESTIONNAIRE		002	EMAIL
Attachment 0009	CERTIFICATE OF DESTRUCTION		001	EMAIL
Attachment 0010	PAST PERFORMANCE LETTER & QUESTIONNAIRE		006	EMAIL
Attachment 0011	PROPOSAL ADEQUACY CHECKLIST		007	EMAIL
Attachment 0012	ECP R21A2023 - 155MM PALLET SPECIFICATION (CLARIFYING NAILS)		010	EMAIL
Attachment 0013	RFV R20K8002 - ADDITION OF MOLD INHIBITORS FOR WOOD PALLETS		004	EMAIL
Attachment 0014	ECP R21K2015 - CLARIFICATION FOR PALLET NAILS		003	EMAIL
Attachment 0015	ECP R21A2038 - XM1128 METAL PARTS SPECIFICATION RELEASE		069	EMAIL
Attachment 0016	TDP 13071733 - XM1128 METAL PARTS ASSEMBLY		013	EMAIL
Attachment 0017	TDP 13082834 - XM1128 BASE CLOSURE		008	EMAIL

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(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) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

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

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

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(x) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 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.)

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

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substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

(End of provision)

K-10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION FEB/2021

(a) This provision does not apply to acquisitions at or 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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; 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

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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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; 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)

K-11 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS MAY/2021
EQUIPMENT OR SERVICES--REPRESENTATION

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any

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"State sponsor of terrorism" means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, North Korea, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in--

- (1) The firm;
- (2) A subsidiary of the firm; or
- (3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in--

- (1) The Offeror;
- (2) A subsidiary of the Offeror; or
- (3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

- (2) The disclosure shall include--
 - (i) Identification of each government holding a significant interest; and
 - (ii) A description of the significant interest held by each government.

(End of provision)

K-13 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT MAY/2020
SYSTEMS--REPRESENTATION (DEVIATION 2020-00015)

(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring--

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that--
 - (i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or
- (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--
 - (i) In the Peoples Republic of China; or
 - (ii) By an entity domiciled in the Peoples Republic of China.

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(b) Representations. By submission of its offer, the Offeror represents that it will not provide or use--

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

K-14 252.225-7974 REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH FEB/2020
THE MADURO REGIME (DEVIATION 2020-00005)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

K-15 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER APR/2021
NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN
WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

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

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to

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maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INTRODUCTION.

This section contains general proposal submissions instructions as well as specific proposal requirements for the 155mm XM1128 Artillery Metal Parts Assembly.

L.1.1 General. The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

Please note Alternate proposals will not be accepted.

L.2 PROPOSAL SUBMISSION INSTRUCTIONS:

L.2.1 General:

L.2.1.1. Each volume shall be submitted electronically via DoD Safe site to the Contract Specialist and the Procuring Contracting Officer (PCO) listed below. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title and a copy number (e.g., copy 1 of 5).

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 shall be conducted. Questions and proposals shall be submitted to the following point of contact:

Army Contracting Command New Jersey
CCNJ-CA, Bldg. 10
ATTN: Aja Barnett;
Telephone: (973) 724-9021
Picatinny Arsenal, NJ 07806-5000
E-mail: aja.m.barnett2.civ@army.mil

Alternate Point of Contact (POC):
Army Contracting Command New Jersey
CCNJ-CA, Bldg. 10
Attn: Renee Prendergast;
Telephone: 973-724-5742
Picatinny Arsenal, NJ 07806-5000
Email: renee.k.prendergast.civ@army.mil

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

L.2.1.2. Each paragraph should be single spaced, and shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or New Times Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.

L.2.1.3. Pages that exceed the page limitation will be returned to the Offeror and will not be evaluated. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: 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 8.5 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font size used shall not be less than 12 point.

L.2.1.4 Proposals shall be valid for 180 days from the closing of the solicitation.

L.2.1.5. 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.2.1.6. The following volumes of material shall be submitted:

Volume I: Technical Factor two (2) digital copies with a page limit of 75 pages.

Volume II: Price Factor two (2) digital copies with no page limit.

Note: Submit unit prices in Attachment 0001 Price Matrix only. No Maximum page limit for supporting documentation (e.g. data required

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by FAR 52.245-9, unbalanced pricing rationale and calculations).

Volume III: Past Performance Factor two (2) digital copies with a page limit of 25 pages.

Volume IV: Small Business Participation - two (2) digital copies with a page limit of 25 pages.

Volume V: Solicitation, Offer and Award Documents, and Certifications/Representations - two (2) digital copies with no page limit.

L.2.1.7. The Offerors proposal shall be submitted in several volumes based on the Factors as set forth above and all information specific to each Factor shall be confined to that volume. Each proposal including the Integrated Master Schedule (IMS) and Process Flow Diagram pdfs 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.

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

L.3. PROPOSAL FILES

L.3.1. FORMAT.

L.3.1.1. The submission shall be clearly indexed and logically assembled. 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 Request for Proposal (RFP) number in the header and/or footer. A Table of Contents should be created using the Table of Content 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"

The following additional restrictions apply:

L.3.2. FILE PACKAGING

L.3.2.1. 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., and provided on CDs or DVDs. Files shall be in read-only format, using PDF files. Attachment 0001, Price Matrix and all price breakdown information to aide in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007. Each disc shall be externally labeled with the volume number, date, and the Offerors name.

Note: Self extracting .exe files are not acceptable.

L.3.3. Each proposal shall be submitted in the English language and consist of and include all of the following:

a. One (1) signed and completed paper copy of the attached Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the Offeror. Acknowledgment of all amendments to the solicitation and all continuation sheets are to be filled in as directed, i.e., proposed prices in the CLINs/Pricing Matrices included as an attachment in Section J, any fill-ins required, such as Contract Data Requirements List (CDRL): 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 Property, if applicable.

b. Original and six (6) paper copies and two (2) electronic Compact Disk (CD) copies of the proposal volumes, shall be compiled using the Microsoft Office for Windows suite of applications, submitted on a single-write platform to prevent accidental erasure of the data therein, formatted for a MS Windows compatible computer. The Price Factor shall be contained on a separate CD from non-price factors, but it is expected that the Price Factor be submitted electronically. Price breakdown, when applicable, will include MS Excel spreadsheets with formulae intact. All electronic copies must mirror the submitted hard copies. If the CD copy and hard/electronic copy differ, the hard/electronic copy supplied for each Factor will be used for the evaluation.

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 Reps/Certs in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract solicitation. As a requirement under the 155mm XM1128 Artillery Metal Parts Assembly solicitation, all Offerors must submit Reps/Certs data into the System for Award Management (S.A.M.) at <https://www.sam.gov/> and provide one (1) hard copy and one (1) electronic copy (on CD) submitted as an .XPS file. Any Offeror that has previously submitted

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Reps/Certs data into SAM is reminded to update the data prior to submitting with the proposal.

L.4 SPECIFIC PROPOSAL INSTRUCTIONS (CONTENT REQUIREMENT)

All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

L.4.1. VOLUME I FACTOR 1: TECHNICAL

The volume shall be organized into the following sections:

L.4.1.1. Subfactor 1: Manufacturing and Quality Plan

The Offeror shall provide, as a minimum, in their plan information to substantiate the following:

a. The Offeror shall include a complete process map of the proposed manufacturing operations for both the prime contractor and major subcontractors/suppliers. The process map shall include, but not limited to, all operations and steps required for the manufacture, assembly, testing, inspection, marking, packaging, and storage. The proposal shall address, at minimum, the following:

1. The process map shall clearly define the sequence of operations for all major assemblies, subassemblies, and parts to meet the solicitation requirements.
2. If processes and/or components are to be subcontracted out or purchased, those processes shall be clearly identified within the process map, including subcontractor or supplier.
3. The process map shall identify the inputs utilized during each operation or process to include but not limited to raw materials such as metals, coatings, cleaning agents, etc.
4. The process map shall specifically identify the supplier or subcontractor proposed for each raw material, supplied finished part, or commercial off the shelf item utilized during each operation or process.
5. The process map shall include the identification of applicable Specifications with associated inspections and Standards (TDP required or additional, to include Industry Specifications/Standards) used or applied in each operation or process, as appropriate.
6. The process map shall include the identification of all required Critical, Major, and Minor Characteristics, per item specification within their respective inspection points and final Designated Points of Inspection (DPOI) within the proposed manufacturing processes for both the prime contractor and major subcontractors/suppliers.
7. The process map shall clearly identify in-process inspections used within the proposed manufacturing process for the prime contractor.

b. The Offeror shall include a layout plan of the proposed manufacturing operations to include storage space for raw materials awaiting use, parts produced awaiting acceptance, and non-conforming material hold areas. Layout plan shall clearly indicate storage space and non-conforming hold areas already in use by other products and programs. Describe contingency plan if intended storage space or non-conforming material hold areas become unavailable.

c. The Offeror shall include a narrative description of the operations or processes for Forging, Nosing, Rotating Band Welding, Heat Treatment, and Coatings to include:

1. Detailed description on the manufacturing equipment to be utilized, its location, ownership (Government or Contractor), availability, and current status (to include but not limited to on-line and operational, to be purchased, rented) for the operations or processes.
2. Detailed description of all steps, inspections, verifications, process controls, process parameters, documentation, and material handling involved in the operations or processes.
3. Detailed description on the capabilities of the specific equipment used in the operations or processes (to include but not limited to tonnage, stroke, temperature capabilities, heat treat and quench capacity, welding, etc.).
4. Identification of the operations or processes applicable Specifications with associated inspections, and Standards (TDP required or additional, to include Industry Specifications/Standards) used or applied in the operations or processes, as appropriate.

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5. Identification of whether the operations or processes has been proven out on the items included in this solicitation and/or similar items.

d. The Offeror shall identify the operations or processes that could create or generate each Critical Characteristic defect, discuss the identified operations or processes contribution to the creation or generation of the Critical Characteristic defects, and describe the controls placed on the identified operations or processes in order to avoid the creation or generation of the Critical Characteristic defect(s).

e. The Offeror shall provide a detailed description of the procedure for controlling non-conforming material throughout the manufacturing process, as well as, the process and internal requirements that dictate the need to update the procedure for controlling non-conforming material.

f. The Offeror shall provide a description of how the vendor, supplier, or subcontractors product will be controlled and verified for conformance prior to entering the prime contractors operation or process, and/or prior to delivery to the Government.

g. The Offeror shall identify and describe all Critical and Major Characteristics inspections and inspection equipment utilized, to include:

1. Detailed description of the inspection equipment used (to include but not limited to go/no-go, plug gage, caliper, and custom design).
2. Identification of the manufacturer for the inspection equipment.
3. Description of custom design inspection equipment to include fixturing.
4. Identification of the inspection frequency required based on anticipated production rates and specification requirements.
5. Identification of the vendor or laboratory, and equipment used for all independent verification testing.
6. Identification of the calibration schedule for the inspection equipment.

h. The Offeror shall provide a throughput analysis to meet, at a minimum, a monthly delivery rate of 2,000 XM1128 Artillery Metal Parts Assemblies and the ability to achieve a monthly delivery rate of 6,000 XM1128 Artillery Metal Parts Assemblies. The throughput analysis shall include, at minimum, the following:

1. Identification of manufacturing and inspection equipment cycle times, shift basis, percentage of equipment capacity required to support identified rates, percentage of equipment capacity used on other products and programs, and the preventative, scheduled and unscheduled maintenance required to support monthly rates.
2. Identification of supporting data and/or rationale for establishing throughput metrics.
3. Identification of cross shared resources, operations, and equipment.
4. Identification of available production time on those cross shared operations and equipment to meet the rates for this item without impacting any established Government production.
5. Discussion on plan for concurrent production on cross shared resources, operations, and equipment that does not result in impact to any Government production.
6. Discussion and analysis on the ramp up plan to support increase deliveries from 2,000 to 6,000 155mm XM1128 Artillery Metal Parts Assemblies per month with identification of bottlenecks within the process and supply chain requiring action.

L.4.1.1. Subfactor 2: Management Plan

The Offeror shall provide a description of a Management Plan with details on how the Offeror will meet the solicitation requirements for the 155mm XM1128 Projectile Metal Parts Assembly. The Offeror shall provide, at a minimum, information to substantiate the following:

a. The Offeror shall provide an Integrated Master Schedule (IMS) to support the achievement of First Article Test (FAT) and the minimum monthly delivery rate of 2,000 XM1128 Artillery Metal Parts Assemblies. The IMS shall include, at minimum, the following:

1. Identification of the critical path, and all the activities and their interdependencies required to achieve FAT and product delivery schedule in accordance with the solicitation requirements.
2. Identification of all key activities required to purchase, install, move, verify, and qualify all equipment and processes at both the prime and major subcontractor/supplier facilities to perform and achieve), FAT, Ballistic Lot Acceptance Testing

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(BLAT), and scheduled monthly production deliveries in accordance with the solicitation requirements.

3. Identification of key events and milestones, to include but not limited to long lead items in excess of 90 days, CDRLs, FAT, BFAT, LATR, BLAT, and monthly production deliveries, for the prime and major subcontractor/suppliers to achieve the FAT and delivery schedule in accordance with solicitation requirements.

4. Provide supporting rationale for developing the timeline of events.

b. The Offeror shall provide an Integrated Master Schedule (IMS) that supports the delivery ramp up from 2,000 to 6,000 XM1128 Artillery Metal Parts Assemblies per month following FAT approval while concurrently making consistent XM1128 Artillery Metal Parts Assemblies deliveries. This IMS shall include, at a minimum, the following:

1. Identification of the critical path, and all the activities and their interdependencies.

2. Identification of all key activities required to purchase, install, move, verify, and qualify all equipment and processes at both the prime and major subcontractor/supplier facilities to achieve a monthly delivery rate of 6,000 XM1128 Artillery Metal Parts Assemblies.

3. Identification of key events and milestones for long lead items in excess of 90 calendar days required to support a delivery ramp up to 6,000 XM1128 Artillery Metal Parts Assemblies per month.

4. Provide supporting rationale for developing the timeline of events.

c. The Offeror shall provide detailed description of the personnel required to produce, inspect and deliver product that meets the solicitation requirements, to include:

1. Identification of key qualifications, positions, or expertise/skills required to support each step of the manufacturing process, quality assurance, contract management, and project management.

2. Provide availability of the Personnel (to include not limited to employed, training required, hiring required). [Do not identify specific personnel by name or provide biographies].

L.4.2 VOLUME II FACTOR 2: PRICE

The volume shall be organized into the following sections:

L.4.2.1. Electronic Copy. Files contained on the Volume (II) may not be password protected. Electronic links are only permissible within the Price Volume. If files contain links, the links must be intact and maintained through all revisions. The Offeror shall provide a completed Section B - Supplies or Services and Prices and shall complete Attachment 0001 - Price Matrix in Section J. Note: If there are discrepancies, the proposed pricing reflected in the Price Matrix will prevail and shall be used.

The Price Volume shall contain any additional information required by the solicitation or considered necessary to explain the proposed pricing in Adobe, Microsoft Word or Microsoft Excel format. Any documentation that is based on/includes mathematical calculations (e.g., calculations for the rental value of government property in the Offerors or its subcontractor(s) possession, calculations where there is the appearance of unbalanced pricing, calculations for EPAs etc.) shall be submitted in Microsoft Excel. Other documentation (supporting documentation for the rental value of government property, EPA material, rationale for the appearance of unbalanced pricing, etc.) may be submitted in any format stated in this paragraph.

L.4.2.2. The Offerors shall submit pricing in the Price Matrix provided in Section J as Attachment 0001 for all priced CLINs for all ordering periods, including all quantity ranges, when applicable. The Price Matrix must be submitted in Microsoft Excel format. 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 FAT for the Base year and Additional FAT CLINs for all ordering periods. Failure to provide a price for FAT and/or Additional FAT may result in the offer not being considered for award. The Offeror is not to propose separate prices for Lot Acceptance Test (LAT) testing. LAT testing will be included and made part of the unit price of the 155mm XM1128 Artillery Metal Parts Assembly.

i. Initial FAT: The contractor is responsible for meeting all FAT requirements IAW this solicitation.

ii. Additional FAT: An Additional FAT is a FAT ordered IAW the Section I First Article Test (Government Testing) and First Article Test (Contractor Testing). Because this is an Additional FAT, existing processes and equipment are expected to be utilized to the maximum extent possible. Existing approved CDRL submissions from the initial FAT may be utilized provided they are unaffected by any changes.

L.4.2.3. In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result

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from an Offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property.

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, in the Price Matrix attachment to the solicitation. 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.4.2.4. Economic Price Adjustment (EPA). The Offeror shall complete the information required in the EPA clause in the applicable tab of the Price Matrix Attachment 0001 of the solicitation and Section H of the solicitation. This information will be incorporated in the resultant contract and will serve as the baseline for the EPA adjustments for any awards required under the Production CLINs during Ordering Periods 2-5.

The Offeror shall also provide sufficient data in the form of current vendor quotes, purchase orders, or invoices (including any escalation applied by the offeror) to be considered for EPA adjustments on any future awards. Failure to provide sufficient data will render a successful Offeror ineligible for any future EPA adjustments to awarded unit price(s).

L.4.2.5. 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. 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.4.2.6. Compliance. Failure to comply with the RFP requirements for Price information may result in an adverse assessment of an Offerors proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets.

L.4.2.7. In accordance with FAR 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Additionally, in the event that adequate competition is not obtained (i.e. single responsible offeror), the Contracting Officer may incorporate FAR 52.215-20 entitled, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, into the solicitation and request a Certificate of Current Cost or Pricing Data. There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Cost will be disregarded.

L.4.3 VOLUME III FACTOR 3: PAST PERFORMANCE

L.4.3.1 This volume shall not exceed twenty-five (25) pages plus five (5) pages for each major subcontractor, excluding Past Performance Questionnaire Forms. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past three years, from the issue date of this solicitation, which are relevant to the efforts required by this solicitation.

L.4.3.2. Relevant efforts are defined as services/efforts that are the same as or similar to the effort. Data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. 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).

(b) Government contracting activity, and current address, Procuring Contracting Officers name, e-mail address, telephone and fax numbers.

(c) Governments technical representative/Contracting Officers Representative and current email address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officers name, and current e-mail address, telephone and fax number.

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(e) Government contract administration activities 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.

(g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (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 or 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, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

(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 and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide 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 Government Furnish Equipment (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 RFP 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 Statement of Work (SOW) subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than 10% of the total proposed price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors

(4) Section 4 New Corporate Entities. New corporate entities may submit data on prior contracts involving its offices 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. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

(5) Section 5 - Past Performance Questionnaire. For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to aja.m.barnett2.civ@army.mil and renee.k.prendergast.civ@army.mil. The Offeror shall e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (i.e. month/day).

(6) Section 6 - Submissions. Offerors are discouraged from providing points of contact with another contractor's facility, i.e., in case an Offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

(7) Section 7 - Small Business Participation Past Performance. All Offerors shall submit information substantiating the Offerors past performance in complying with FAR 52.219-8, Utilization of Small Business Concerns, maximizing opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offerors past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

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L.4.4 VOLUME IV FACTOR 4: SMALL BUSINESS PARTICIPATION

L.4.4.1. The Offeror shall demonstrate small business participation by detailing its proposed approach to meet the requirements under the Small Business Participation factor by addressing the following areas in its Small Business Participation Commitment Document:

(a) Proposed Small Business Participation Plan in performance of the potential contract (applies to both Other Than Small Businesses and Small Businesses)

(b) Commitment to Small Business

(i) Payment Procedures (applies to both Other Than Small Businesses and Small Businesses)

(ii) Compliance with Small Business Subcontracting Plans (applies to Other Than Small Businesses only)

L.4.4.2. Commitment to Small Business. The Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three (3) years from the closing date of this solicitation). If not required in any recent contracts, the Offeror shall so state.

L.4.4.3. Other than Small Businesses ONLY. Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Other than Small Business Offeror shall provide three (3) Individual Subcontracting Reports (ISRs) for recent contracts (within the past three (3) years from the closing date of this solicitation) that required a subcontracting plan. If not required in any recent contracts, the Offeror shall so state. If the Offeror has less than three (3) recent contracts, the Offeror shall provide the most recent ISR for each contract it has, and state that the Offeror does not have three recent contracts.

L.4.5 Volume V SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

L.4.5.1. Certifications and Representations. Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. An authorized official of the firm shall sign the Standard Form (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 G Contract Administration Data

Section K Representations, Certification and Other Statements of Offerors

Solicitations, Offer and Award Documents and Certifications/Representations shall not be addressed separately from that submitted in VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS /REPRESENTATIONS.

L.5 HQ AMC-LEVEL PROTEST PROGRAM

L.5.1. If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel 4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
Email: usarmy.redstone.usamc.mbx.protests@army.mil

L.5.1.2. The AMC-level protest procedures are found at:
Web Address: <http://www.amc.army.mil/amc/commandcounsel.html>

Name of Offeror or Contractor:

L.5.1.3. If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

L.6 USE AND RENTAL OF GOVERNMENT PROPERTY

L.6.1. For competitive and non-competitive acquisitions, as defined in FAR 52.245-1(f)(1)(i)-(x), the offeror/contractor shall submit with their offer/proposal a Property Management Plan which describes how the offeror plans to manage any Government Property that may currently be in their possession and/or may be provided to them under this resultant contract based on the areas of Acquisition of Property; Receipt of Government Property; Records of Government Property; Physical Inventory; Subcontractor Control; Reports; Relief of Stewardship Responsibility and Liability; Utilizing Government Property; Maintenance; and Property Closeout. This includes any customary commercial practices, voluntary consensus standards, or industry leading practices and standards that the offeror may use.

L.6.2. For competitive acquisitions, pursuant to FAR 45.201(b), the contractor is responsible for all costs related to making the Government property available for use, such as payment of all transportation, installation or rehabilitation costs.

L.6.3. For competitive acquisitions, 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 the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property which the offeror or its subcontractors has in their possession. Pursuant to FAR 45.201(c), such offerors, including prospective subcontractors, are required to submit the following with their offer:

- (1) A list including a description of all Government property that the prime contractor and/or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);
- (2) The dates during which the property will be available for use including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
- (3) The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges.
- (4) A description of the offerors property management system.

(5) The per unit rental value including calculations and rationale for Government property for each priced CLIN, and all quantity ranges when applicable, in accordance with FAR clause 52.245-9 for rental adjustment purposes. Show calculations for each per unit rental charge.

*** END OF NARRATIVE L0001 ***

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-7	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-8	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-9	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-10	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-11	252.215-7008	ONLY ONE OFFER	JUL/2019
L-12	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-13	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2020
L-14	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-15	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm-Fixed Price (FFP) contract resulting from this solicitation.

(End of Provision)

L-16	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Army Contracting Command - New Jersey
Attn: Renee Prendergast,
CCNJ-CA
Phipps Road, Bldg. 10,
Picatinny Arsenal, NJ 07806-5000
renee.k.prendergast.civ@army.mil

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

(End of Provision)

L-17	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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):

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

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

(End of provision)

L-18	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	NOV/2020
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(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)

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1. The Government intends to make one award as a result of the solicitation. The Government will select for award the proposal that is most advantageous and represents the best value with tradeoffs to the Government, with the Source Selection Authority (SSA) giving the appropriate consideration to the four (4) evaluation Factors: Technical, Price, Past Performance, and Small Business Participation. The Government will weigh the relative benefits of each proposal and a single award will be made based on an integrated assessment of the results of the evaluation. In making this assessment, 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 more important than the Price Factor, the Price Factor is slightly more important than the Past Performance Factor and the Past Performance Factor is significantly more important than the Small Business Participation Factor. Price will be evaluated, but will not be rated with a color or adjectival rating.

M.1.2. 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 rating if the SSA determines doing so would result in the best value to the Government.

M.1.3. Offerors that receive a final rating of Red/Unacceptable at any Factor/Subfactor level are ineligible for award. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Technical factor (to include all subfactors) and the Small Business Participation factor. Additionally, any other than small business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a).

M.1.4. If an Offeror takes exception to any of the terms and conditions of the solicitation, 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.1.5. 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. If discussions are conducted, only the Offerors within the competitive range will be included in discussions and considered for an award.

M.2 FACTORS AND SUBFACTORS TO BE EVALUATED:

M.2.1. The Government will evaluate the following evaluation factors and subfactors of each proposal: Award will be made to the Offeror whose proposal is most advantageous and represents the best value with tradeoffs to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The Government reserves the right to make award based upon the Price factor in the event that the Technical, Past Performance, and Small Business Participation evaluation results of all the Offerors proposals are substantially the same.

Volume I - Factor 1: Technical
Volume II - Factor 2: Price
Volume III - Factor 3: Past Performance
Volume IV - Factor 4: Small Business Participation

M.2.1.1. Factor 1 Technical. The Technical Factor has two (2) Subfactors which are listed below:

Subfactor 1: Manufacturing and Quality Plan
Subfactor 2: Management Plan

Of the two (2) Technical Subfactors, Subfactor 1, Manufacturing and Quality Plan is more important than Subfactor 2, Management Plan.

M.2.1.1.2. Evaluation of the Offerors proposal shall address each Technical subfactor as it applies to the SOW. A detailed explanation of the criteria for the evaluation is set forth in the Evaluation Approach, Paragraph D of this section. During evaluation of each proposal, the Government will assign each Technical subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings.

M.2.1.1.2. Factor 2 Price. The resulting award will be a single award, Indefinite Delivery/Indefinite Quantity (ID/IQ) contract utilizing Firm Fixed Price delivery orders for a total of five (5) years. Price reasonableness will be utilized in the evaluation of the Firm Fixed Price effort.

M.2.1.1.3. Factor 3 - Past Performance. Each Offerors past performance will be reviewed to determine relevancy and confidence assessment.

M.2.1.1.4. Factor 4 - Small Business Participation. Each Offerors level and degree of commitment to utilize small business in execution of the requirement will be evaluated.

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M.3 EVALUATION APPROACH:

The overarching evaluation approach for all factors and subfactors is as follows:

M.3.1. Adequacy of Response. The proposal will be evaluated to determine whether the Offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of this solicitation.

M.3.2. Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

M.3.3. VOLUME I - FACTOR 1: TECHNICAL

M.3.3.1. The Technical factor is divided into the following subfactors:

M.3.3.2. SUBFACTOR 1: Manufacturing and Quality Plan

This subfactor evaluates the Offerors proposed description of their Manufacturing and Quality Plan as defined in the solicitation for the basic contract period and all ordering periods. Marginal levels of overall Subfactor 1 (Manufacturing and Quality Plan) could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The Government will evaluate the Offerors response for the following areas under this subfactor:

a. The Government will evaluate the adequacy, completeness, feasibility, and supportability of the Offerors process map for the proposed manufacturing operations at both the prime contractor and major subcontractors/suppliers to deliver product that meets the solicitation requirements. The Government will evaluate the completeness of the process map to include all operations and steps required for the manufacture, assembly, testing, inspection, marking, packaging, and storage. The Government will evaluate the following:

1. The adequacy and feasibility of the sequence of operations for all major assemblies, subassemblies, and parts to meet the solicitation requirement.
2. The adequacy and completeness of the identification of which processes are subcontracted out or purchased within the process map, including subcontractor or supplier
3. The adequacy and completeness of the identification of inputs utilized during each operation or process to include but not limited to raw materials such as metals, coatings, cleaning agents, etc.
4. The adequacy and completeness of the supplier or subcontractor proposed for each raw material, supplied finished part, or commercial off the shelf item utilized during each operation or process
5. The adequacy and completeness of the identification of applicable Specifications with associated inspection and Standards (TDP required or additional, to include Industry Specifications/Standards), and the adequacy, and completeness of the identification of how they are used or applied in each operation or process.
6. The adequacy, completeness and understanding of all the required Critical, Major, and Minor Characteristics, per item specification within their respective inspection points and final Designated Points of Inspection (DPOI) within the proposed manufacturing processes for both the prime contractor and major subcontractors/suppliers.
7. The adequacy and completeness of the identification of in-process inspections used within the proposed manufacturing processes for the prime contractor.

b. The Government will evaluate the adequacy, feasibility, and completeness of the Offerors layout plan for the proposed manufacturing operations to include storage space for raw materials awaiting use, parts produced awaiting acceptance, and non-conforming material hold areas. The Government will evaluate the adequacy of the layout plans storage space and non-conforming material hold areas with respect to what is already in use by other products and programs. The Government will evaluate the adequacy and feasibility of the contingency plan if intended storage space or non-conforming material hold areas become unavailable.

c. The Government will evaluate the adequacy, completeness, and feasibility of the narrative descriptions for Forging, Nosing, Rotating Band Welding, Heat Treatment, and Coatings to include:

1. The adequacy and completeness of the manufacturing equipment to be utilized, its location, ownership (Government or Contractor), availability, and current status (to include but not limited to on-line and operational, to be purchased, rented)

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M.3.3.3. SUBFACTOR 2: Management Plan

This subfactor evaluates the adequacy and feasibility of the Offerors Management Plan and the details on how the Offerors proposed 155mm XM1128 Artillery Metal Parts Assembly will meet solicitation requirements. Marginal levels of the overall Subfactor 2 (Management Plan) could indicate a lack of understanding concerning contractual requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The Government will evaluate and place major emphasis on the following areas under this subfactor:

a. The Government will evaluate the adequacy and feasibility of the Offerors IMS to support achievement of FAT and follow on minimum, monthly delivery rate of 2,000 155mm XM1128 Artillery Metal Parts Assemblies while meeting the solicitation requirements, to include:

1. The adequacy and completeness of the identified critical path, and all the activities and their interdependencies required to achieve FAT and product delivery schedule in accordance with the solicitation requirements.
2. The adequacy and feasibility of the identified key activities required to purchase, install, move, verify, and qualify all equipment and processes at both the prime and major subcontractor/supplier facilities to perform and achieve FAT, BLAT, and scheduled monthly production deliveries in accordance with the solicitation requirements.
3. The adequacy and completeness of the identified key events and milestones to include but not limited to long lead items in excess of 90 days, CDRLs, FAT, BFAT, LATR, BLAT, and monthly production deliveries, for the prime and major subcontractor/suppliers to achieve the FAT and delivery schedule in accordance with solicitation requirements.
4. The adequacy and completeness of the rationale used to develop the timeline of events.

b. The Government will evaluate the adequacy and feasibility of the Offerors IMS to support the delivery ramp up from 2,000 to 6,000 155mm XM1128 Artillery Metal Parts Assemblies per month while concurrently making consistent 155mm XM1128 Artillery Metal Parts Assemblies deliveries, to include:

1. The adequacy and completeness of the identified critical path, and all the activities and their interdependencies.
2. The adequacy and feasibility of the identified key activities required to purchase, install, move, verify, and qualify all equipment and processes at both the prime and major subcontractor/supplier facilities to achieve a monthly delivery rate of 6,000 155mm XM1128 Artillery Metal Parts Assemblies.
3. The adequacy and feasibility of identified key events and milestones for long lead items in excess of ninety (90) days required to support delivery ramp up to 6,000 155mm XM1128 Artillery Metal Parts Assemblies per month.
4. The adequacy and completeness of the rationale used to develop the timeline of events.

c. The Government will evaluate the adequacy and completeness of the Offerors personnel required to produce, inspect and deliver product that meets the solicitation requirements, to include:

1. The adequacy and completeness of the identified key qualifications, positions, or expertise/skills required to support each step of the manufacturing process, quality assurance, contract management, and project management.
2. The adequacy and completeness of the availability of the Personnel (to include not limited to employed, training required, hiring required).

M.3.3.4. EVALUATION OF OFFERS/QUOTES - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

(a) When the Government decides to exercise its right to waive First Article Sample, as to a particular offeror/quoter, that offer will be evaluated without the price submitted for First Article Sample.

(b) Earlier delivery resulting from a waiver of the First Article Sample shall not be a factor in evaluation for award

M.3.3.5. Within the Technical Factor, each Subfactor will be rated separately using the combined technical/risk ratings listed in the table below. The compilation of these Subfactor-combined technical/risk ratings will form the basis of the overall Factor rating. Offerors that receive a final rating of Red/Unacceptable at any Factor/Subfactor level are ineligible for award.

<u>Color</u>	<u>Rating</u>	<u>Description</u>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful

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performance is low.

Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Yellow	Marginal	Proposal has not demonstrate 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 unsuccessful performance is unacceptable. Proposal is unawardable.

M.3.4 VOLUME II - FACTOR 2: PRICE

M.3.4.1. The Government will fully evaluate all priced Ordering Periods for award. For award purposes, the proposed unit prices for all CLINs will be incorporated into the resultant contract. The evaluation of all Ordering Periods will not obligate the Government to place more than the minimum order. The Offerors Price proposal will be evaluated as follows:

a. Firm Fixed Price Evaluation. For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Prices proposed in Attachment 0001 Price Matrix will be utilized to compute a total evaluated price. A price reasonableness determination will be made on the total evaluated price, using one or more of the techniques described in FAR 15.404-1.

1) If an Offeror proposes the use of Government property in its possession, 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 cost realism.

2) Economic Price Adjustment (EPA) - The Contracting Officer may require verification of the data submitted In the Price Matrix and Section H to the extent necessary to permit reliance upon the data as a reasonable baseline.

b. Overall Price Proposal Evaluation: The overall Price proposal will evaluated for the following:

1. Compliance: The Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in the Section L VOLUME II Price instructions.

2. Unbalanced Pricing: The Offerors overall Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-1(g) (1) through FAR 15.404-1(g) (3)).

3. Errors: The Offerors Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer. A proposal is presumed to represent an Offerors best effort to respond to the solicitation. Any significant inconsistencies, if unexplained, raise a fundamental issue of the Offerors understanding of the nature and scope of work required and his financial ability to perform the contract and may be the basis for rejection of the proposal.

4. Prices proposed in the Price Matrix provided in Section J as Attachment 0001 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 utilized in the performance of a tradeoff analysis. If the Government determines that adequate price competition was not obtained

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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.

5. If an Offeror proposes the use of Government Furnished property (GFP) in its possession, the total evaluated price will be adjusted to include a rental equivalent factor for each item of such property calculated IAW 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 cost realism.

6. Total Evaluated Price: The total evaluated price will be computed by summing the weighted evaluated prices computed from the unit prices proposed in the Price Matrix, Attachment 0001 of the solicitation, and the value of Government property in the Offerors (and any subcontractors) possession adjusted for cost realism. 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, rounded to the nearest whole dollar. 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.3.5 VOLUME III - FACTOR 3: PAST PERFORMANCE

M.3.5.1. The Government will evaluate the Offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW.

M.3.5.2. The Government will focus its inquiries on the Offerors (and major subcontractors) record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. For the purposes of this SSP/Requirement, major subcontractors are defined as members of an Offerors overall team who are expected to perform ten (10) percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors will be reminded to include the most recent and relevant efforts (within the past three (3) years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned a neutral confidence rating and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the NAICS 332993.

M.3.5.3. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past three (3) years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

M.3.5.4. The past performance factor considers each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three (3) aspects to the past performance evaluation: recency, relevancy, and quality.

M.3.5.4.1. RECENCY: The first aspect is to evaluate the recency of the Offerors past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information.

M.3.5.4.2. RELEVANCY: The second aspect is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

<u>Rating</u>	<u>Definition</u>
Very Relevant	Present/past performance effort involved

Name of Offeror or Contractor:

essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.3.5.4.3. The third aspect assesses the overall quality of the Offerors past performance. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

M.3.5.4.4. Performance Confidence Assessment: The Government shall utilize the below Performance Confidence Assessment Rating Method:

<u>Rating</u>	<u>Definition</u>
Substantial Confidence	Based on the offerors recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offerors 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 offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

M.3.6 VOLUME IV - FACTOR 4: SMALL BUSINESS PARTICIPATION

M.3.6.1 In accordance to DFARS 215.304(c) (i), the extent to which Offerors identify and commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Commitment Document (SBPCD) which specifies the Offerors level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPCD is required from all Offerors, including companies with commercial plans and comprehensive subcontracting plans. The Government will evaluate the following:

M.6.1.2. The extent to which the proposal identifies challenging goals for participation by U.S. Small Business concerns and the adequacy of the rationale that support those goals (to include, as described above, the participation of the Offeror if it is a U.S. Small Business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the Offeror's proposed Total Contract Price.

Name of Offeror or Contractor:

M.6.1.3. An assessment of the realism, which includes strengths and weaknesses, that the Offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the Offeror's proposed small business participation approach and the probability that the Offeror will satisfy commitments and requirements, on the resulting 155mm XM1128 Artillery Metal Parts Assembly contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

M.6.1.4. The Small Business Participation Factor will receive a color/adjectival rating. The Government will evaluate the extent of first-tier small business participation (in terms of the Offeror's proposed Total Contract Price) which the Offeror credibly proposes to subcontract to U.S. Small Business (SB) concerns (including SB, Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone SB), Veteran-Owned Small Businesses (VOSB), and/or Service Disabled Veteran-Owned Small Businesses (SDVOSB)) in the performance of the contract. For the purpose of this evaluation, the extent of Offeror (or joint venture partner/teaming arrangement) participation in the proposed contract performance, where the Offeror is a U.S. Small Business concern, for North American Industry Classification System (NAICS) code 332993, will also be considered Small Business participation.

M.6.2. All Offerors are required to submit Small Business Participation Commitment Documents in accordance with the instructions in Section L. Small business participation commitments will become requirements and be incorporated into the resulting contract. The contractor shall report actual achievement of small business participation results on a yearly basis and shall discuss performance in achieving the small business commitments/requirements.

<u>Color</u>	<u>Rating</u>	<u>Description</u>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

Note: If a Small Business Subcontracting Plan needs to be evaluated, the Plan will be evaluated separately from the Small Business Participation Factor. The Plan will be assessed for acceptability prior to a contract award.

M.7 DISCUSSIONS

M.7.1. GENERAL INFORMATION

The Government intends to award without discussions (see FAR 52.215-1). However, in accordance with FAR 15.306(d), Discussion sessions with each Offeror may be held. Should Discussions take place, all Offerors within the competitive range will be allowed a minimum of fourteen (14) calendar days to submit Final Proposal Revisions.

M.7.2. DISCUSSION SCHEDULING.

If Discussions are conducted, the Contracting Officer will schedule the Discussion sessions, and each Offeror will be notified of the time and place at least three (3) business days prior to their discussion session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification. The Discussion sessions will take place at a facility of the Governments choosing at Picatinny Arsenal, NJ. However, due to the current COVID-19 pandemic, Discussion may take place via Microsoft Teams or teleconference.

*** END OF NARRATIVE M0001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon

