

Prototype Opportunity Notice (PON)

for

Next Generation Squad Weapons (NGSW)

Issued by:

U.S. Army Contracting Command – New Jersey
Picatinny, NJ 07806-5000

In Support of:

PM Soldier Weapons – Crew Served Weapons
Picatinny, NJ 07806-5000

PON Issue Date: Day Month Year

Bid Samples Safety Assessment Due Date: Day Month Year

Proposal & Bid Samples Due Date: Day Month Year

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY	3
1.1 Purpose & Authority	3
1.2 Background	3
1.3 Acquisition Approach	4
1.4 Definitions	5
1.5 Eligibility	6
1.6 Evaluators	7
SECTION 2 – PON STATEMENT OF WORK (SOW)	7
SECTION 3 – PROPOSAL SUBMISSION AND INSTRUCTION	26
3.1 Introduction	26
3.2 Proposal Submission	26
3.3 Proposal Preparation	27
3.4 Proposal Content	27
3.4.1 Proposal Section 1, Introduction	28
3.4.2 Proposal Section 2, Factor 1 – NGSW-R & Proposal Section 3, Factor 2 – NGSW-AR	28
3.4.3 Proposal Section 4, Factor 3 – Special License Agreements	31
3.4.4 Proposal Section 5, Factor 4 – Price	32
3.4.5 Proposal Section 6, Data Rights Assertions	33
3.4.6 Proposal Section 7, Significant Non-Traditional Participation or Cost Share	33
3.4.7 Proposal Section 8, Bid Samples	35
3.4.8 Proposal Section 9, Oral Presentations	37
SECTION 4 – BASIS OF EVALUATION	38
4.1 Evaluation Factors	38
4.2 Order of Importance	39
4.3 Rating Definitions	39
4.4 Factor 1 – NGSW-R & Factor 2 – NGSW-AR	40
4.5 Factor 3 – Special License Agreements	42
4.6 Factor 4 – Price	42
SECTION 5 – FOLLOW-ON PRODUCTION AWARD	42
SECTION 6 – OTHER INFORMATION	43
SECTION 7 – CONTACT INFORMATION	43
SECTION 8 – ATTACHMENTS	44

SECTION 1 – EXECUTIVE SUMMARY

1.1 Purpose & Authority¹

The purpose of this Prototype Opportunity Notice (PON) is to award up to three prototype Other Transaction Agreements (OTAs) under Section 815 OTA authority, pursuant to 10 U.S.C. § 2371b, with each Offeror developing two weapon variants under the Next Generation Squad Weapons (NGSW) program and 6.8 millimeter ammunition common to both weapons. The weapons include the Next Generation Squad Weapon-Rifle (NGSW-R) and the Next Generation Squad Weapon-Automatic Rifle (NGSW-AR). These prototype OTAs will develop industry's potential solutions/concepts through prototypes, user evaluation, and testing to ensure producible weapon systems that are safe, suitable, effective, and sustainable with a goal of delivering production representative weapon systems. A safe weapon system means the weapon system is free from conditions that can cause unintentional death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. A suitable weapon system means the weapon system allows the Soldier to perform the mission with the resources provided. An effective weapon system means a combination of operational and technical effectiveness as determined by technical testing and operational testing/evaluation. A sustainable weapon system means the ability to maintain and train a system once fielded to continually meet the effective standards. The NGSW support concept will be consistent and comparable to the legacy weapons involving the Army two-level field and sustainment maintenance system.

1.2 Background

The NGSW-R is the planned replacement for the M4/M4A1 Carbine and the NGSW-AR is the planned replacement for the M249 Squad Automatic Weapon (SAW) in the Automatic Rifleman Role in Brigade Combat Teams (BCT).

The Small Arms Ammunition Configuration (SAAC) study, completed in 2017, identified potential weapon system approaches that can address the operational needs. To investigate potential technologies that support these approaches, the U.S. Army Contracting Command – New Jersey (ACC-NJ) on behalf of U.S. Army Armament Research, Development and Engineering Center (ARDEC), awarded on 05 December 2017 a competitive Department of Defense Ordnance Technology Consortium (DOTC) Initiative 17-01 INIT 1407 to AAI Corporation doing business as Textron Systems Unmanned Systems through agreement W15QKN-14-9-1001 under Section 815 Prototype OTA authority, pursuant to 10 U.S.C. § 2371b. This DOTC initiative is for the development and fabrication of advanced lightweight small caliber cartridge prototype ammunition and the development and fabrication of a functional prototype weapon system capable of firing this ammunition.

In addition, ACC-NJ on behalf of Project Manager Soldier Weapons (PM SW), issued a competitive PON under Section 815 OTA authority, pursuant to 10 U.S.C. § 2371b, and awarded on 25 June 2018 six fixed amount, prototype OTAs to the following:

W15QKN-18-9-1017 – AAI Corporation Textron Systems
W15QKN-18-9-1018 – FN America LLC. (Design 1)

¹ For additional information please refer to the Department of Defense (DoD), Other Transactions Guide, Version 1.2.0, dated January 2017

W15QKN-18-9-1019 – FN America LLC. (Design 2)
W15QKN-18-9-1020 – General Dynamics-OTS Inc.
W15QKN-18-9-1021 – PCP Tactical, LLC
W15QKN-18-9-1022 – Sig Sauer Inc.

These Prototype OTA's are for the manufacture and development of a Next Generation Squad Automatic Rifle system demonstrator.

In addition, the Government has conducted multiple industry days, reviewed numerous industry white papers, and evaluated the results of other market research. The first Industry Day was held on 25-26 July 2017, at Fort Benning, GA with the primary purpose to provide industry with information on the Next Generation Squad Automatic Rifle program. This was to gain insight into the vendor's weapon technologies and production capabilities and obtain feedback on the overall Government's acquisition strategy. Representatives from 21 companies and members from other services were in attendance. The second Industry Day was held on 12-13 December 2017, at Picatinny Arsenal, NJ. The purpose of this Industry Day was to update industry on the Government's program plans, provide a greater level of detail on requirements than the first industry day, and to answer questions from industry. Representatives from 25 companies and members from other services were in attendance. The collective analysis indicates that Industry has potential concepts that can address the aforementioned operational needs in the near term and provide future growth as technologies mature. This PON seeks to explore those potential industry solutions/concepts that can be matured to address the NGSW requirements.

1.3 Acquisition Approach

OTA Awards: The Government intends to award up to three independent fixed amount OTAs for NGSW prototyping. Deliverables for each prototype OTA include 50 NGSW-R weapons, 50 NGSW-AR weapons, 850,000 rounds of ammunition, spare parts, test barrels, tools/gauges/accessories, and engineering support as defined in the Statement of Work. Each prototype OTA will undergo two prototype test events including Soldier Touch Points. The period of performance for each prototype OTA is estimated to be 27 months. Below is an estimated timeline.

Major Milestones	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q
OTA Award									
Prototype Test #1 Pre-Ship Meeting*									
Prototype Test #1 Deliveries									
Prototype Test #1									
Design Completion Review*									
Prototype Test #2 Pre-Ship Meeting*									
Prototype Test #2 Deliveries									
Prototype Test #2									
TDP Delivery									
Special License Agreements (Options)									
* Contractor Scheduled									

Follow-on Production Award(s): Reference Section 5 for discussion of a potential follow-on production award(s).

1.4 Definitions

“Agreements Officer” (AO) is the United States Army Contracting Command – New Jersey Contracting Activity warranted Officer with authority to enter into, administer, change or terminate other transactions agreements.

“Agreements Specialist (AS)” is the United States Army Contracting Command – New Jersey Contracting Activity specialist and designee of the AO for executing modifications, administrative matters, and financial aspects of the Agreement.

“Ammunition” includes an assembled cartridge case with propellant, primer, and a Government provided 6.8 millimeter projectiles. The Ammunition includes the Load, Assembly and Pack (LAP) of Government provided projectiles (Surrogate and General Purpose) and Contractor developed Ammunition (Drilled Dummy Inert and High Pressure Test).

“Common Ammunition” refers to the same ammunition (linked, unlinked, or both) designed to work in both the NGSW-R and NGSW-AR.

“Cost Share” includes any costs a reasonable person would incur to carry out (necessary to) Statements of Work not directly paid for by the Government.

“Fixed Amount” means an OTA under which an awardee agrees to complete a prototype project for an agreed upon total price and where payments are not based on amounts generated from the awardee’s financial or cost records.

“Innovative” means any new technology, process, material, or method, including research and development; or any new application of an existing technology, process, material, or method.

“Key Participant” as defined by the DoD OTA Guide means a business unit that makes a significant contribution to the prototype project. Examples of what might be considered a significant contribution include supplying new key technology or products, accomplishing a significant amount of the effort, or in some other way causing a material reduction in the cost or schedule, or increase in performance.

“NGSW-R” refers to a prototype 6.8 millimeter rifle with sling, flash hider, suppressor, cleaning kit, flash hider/suppressor removal tool, and quantities of magazines required to provide a minimum of 210 stowed rounds.

“NGSW-AR” refers to a prototype 6.8 millimeter automatic rifle with bi-pod, sling, flash hider, suppressor, cleaning kit, flash hider/suppressor removal tool, and quantities of magazines/drums/belts/other required to provide a minimum of 210 stowed rounds.

“Nontraditional Defense Contractor” as the term is defined in section 2302(9) of title 10, United States Code with respect to applicable authority, means an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section. This includes all small business concerns under the criteria and size standards in Title 13, Code of Federal Regulations, part 121 (13 CFR 121).

"Other Transaction for Prototype Projects" refers to this type of OTA. This type of OTA is authorized by 10 U.S.C. 2371b for prototype projects directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the DoD, or for the improvement of platforms, systems, components, or materials in use by the armed forces. This type of OTA is treated by DoD as an acquisition instrument, commonly referred to as an "other transaction" for a prototype project or a Section 2371b "other transaction". OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Small Business” as defined by the DoD OTA Guide means a small business concern as defined under section 3 of the Small Business Act (15 U.S.C. 632)

1.5 Eligibility

In accordance with 10 U.S.C. 2371b paragraph d, Offerors must meet at least one of the following conditions to be considered for an award:

(A) There is at least one nontraditional defense contractor or nonprofit research institution participating to a significant extent in the prototype project.

(B) All significant participants in the transaction other than the Federal Government are small businesses, nontraditional defense contractors, or nonprofit research institutions.

(C) At least one third of the total cost of the prototype project is to be paid out of funds provided by sources other than the Federal Government.

In addition, Offerors must have a Dunn and Bradstreet (DUNS) number and must register in the System for Award Management (SAM) to obtain a Commercial and Government Entity (CAGE) code. This system verifies identity and ensures that payment is sent to the right party. In general, to invoice and receive payment after award of an OTA, Offerors must register in the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) system formerly known as Wide Area Work Flow (WAWF). The Offeror must be considered a responsible party by the Agreements Officer, and is not suspended or debarred from such agreement by the Federal Government, and is not prohibited by Presidential Executive Order, or law from receiving such award.

1.6 Evaluators

ACC-NJ, with the assistance of subject matter experts (Government and Government Contractors), will review and evaluate proposals submitted in response to this PON.

SECTION 2 – PON STATEMENT OF WORK (SOW)

2.1. SOW INTRODUCTION

This SOW identifies the work to be performed by the Contractor in developing two weapon variants under the NGSW program and 6.8 millimeter ammunition common to both weapons. The weapons include the NGSW-R and the NGSW-AR.

The primary place of performance shall be at the Contractor's facility unless designated otherwise. Delivery and Government testing will be at Aberdeen Proving Grounds (APG), Maryland unless designated otherwise.

2.1.1. Objectives

This SOW is broken out into two parts:

Part A – Prototype Hardware and Government Testing: Section 2.2 of the SOW defines the required hardware types and quantities (NGSW-R, NGSW-AR, Ammunition, test barrels, spare parts, and tools/gauges/accessories) needed to conduct the planned Government testing.

Part B – Prototype Program Management and Engineering Support: Section 2.3 of the SOW defines the scope of the program management and engineering requirements that the Contractor shall perform during this OTA for prototyping the NGSW-R, NGSW-AR and Ammunition.

2.2. PART A: PROTOTYPE HARDWARE AND GOVERNMENT TESTING

The Contractor shall build and deliver NGSW-R, NGSW-AR, and Ammunition prototypes to support Government testing. The Government testing will consist of two phases. Prototype Test #1 (PT#1) will be conducted for information and risk reduction purposes. Prototype Test #2 (PT#2) will be conducted to provide results that will be used in the follow-on production evaluation.

2.2.1. Prototype Hardware

The Contractor shall provide the following prototype hardware to the Government:

2.2.1.1. Weapon Prototypes

The Contractor shall build and deliver NGSW-R and NGSW-AR prototypes to support PT#1 and PT#2. The NGSW-R and NGSW-AR prototypes delivered to support PT#2, shall be production representative hardware that complies with Contractor proposed performance requirements.

2.2.1.1.1. Weapon Prototype Characteristics

The NGSW-R and the NGSW-AR prototypes shall:

- a. allow for ambidextrous operation and controls;

- b. include a removable flash hider, suppressor, and a tool for removal after firing or for maintenance;
- c. include a tactical carrying sling with quick release attachments;
- d. include selection positions for Safe, Semi-Automatic Firing, and Automatic Firing modes;
- e. be resistant to corrosion, abrasion, impact and chemical, biological, radiological and nuclear defense (CBRNE) contaminants, decontaminants, battlefield-chemicals, electromagnetic pulse and cyber-attacks;
- f. reduce visual detection via a neutral non-reflective, non-black color not lighter than Light Coyote 481 and not darker than Coyote 499;
- g. function in all environments and weather conditions, including marine, high humidity, rain, and desert conditions;
- h. be compatible with combat clothing (including body armor and Modular Lightweight Load-carrying Equipment), CBRNE, wet weather, and cold weather gear;
- i. provide interchangeable magazines between both weapons if NGSW-AR utilizes a magazine; and
- j. include MIL-STD-1913 equivalent rails capable of mounting Rifle Combat Optic, Close Combat Optic, Aiming Laser, Family of Weapon Sights–Individual, Squad-Fire Control and other legacy enablers.

Note: Tools included in the Armament Repair Shop Set and The Small Arms Repairman Tool Kit (reference Attachment 1 – Available Maintenance Tools) are not considered special tools.

Deliverables: NGSW-R and NGSW-AR prototypes required to support Government testing. The required test quantity and deliverable schedule is listed in Attachment 2 – Delivery Schedule.

2.2.1.1.2. Magazine/Drum/Belt/Others Prototypes

The Contractor shall deliver 3 magazines/drums/belts/other to support the Government development of Modular Lightweight Load-carrying Equipment (MOLLE) compatible pouches.

Deliverables: 3 NGSW-R and 3 NGSW-AR magazine/drum/belts/other delivered to the Government 3 months prior to PT#1. If the design has changed prior to PT#2, then 3 additional magazines/drums/belts/other delivered 3 months prior to PT#2.

2.2.1.2. Ammunition Prototypes

The Contractor shall deliver the following ammunition prototypes:

2.2.1.2.1. General Purpose and Surrogate Ammunition Prototypes

The Contractor shall develop a common cartridge that can be fired from the NGSW-R and NGSW-AR. Design consideration data is provided in Attachment 3 – Ammunition Data. The Contractor will LAP the common cartridge with the following Government provided projectiles to support Government testing:

- a. General Purpose (GP) per Drawing titled “6.8MM GENERAL PURPOSE (GP)”. The GP cartridge provides all-purpose solutions for combat, limited training, and basic qualification (reference Attachment 3 – Ammunition Data).
- b. Surrogate per Drawing 13072652. The surrogate cartridge is designed to mimic the behavior of combat projectiles from a weapon design standpoint. Surrogate projectiles may not be completely representative of the final combat ammunition configuration which are expected to vary during development. Surrogates are intended to be a close replacement shape of the final combat rounds (reference Attachment 3 – Ammunition Data).

The prototype ammunition to be delivered to support PT#2 shall be production representative hardware that complies with Contractor proposed performance requirements.

Deliverables: GP and Surrogate ammunition prototypes required to support Government testing. If the NGSW-AR is belt fed, the Contractor shall deliver the NGSW-AR ammunition quantity linked. The required ammunition test quantity and deliverable schedule is listed in Attachment 2 – Delivery Schedule. The schedule of Government furnished projectiles is listed in Attachment 4 – Government Furnished Property.

2.2.1.2.2. Test and Training Ammunition

The Contractor shall develop, build and deliver the following rounds to support Government testing and training:

- a. High Pressure Test (HPT) Round. The HPT cartridge verifies if a weapon can withstand pressure above its intended operating pressure without permanent damage. The HPT is loaded to 20 percent higher than normal service pressure, stressing both the gun barrel and breech during firing. The HPT shall utilize the surrogate projectile.
- b. Drilled Dummy Inert (DDI), XM1194. A DDI cartridge, (dummy round or drill round) is a round that is completely inert, i.e., contains no primer, propellant, or explosive charge. The DDI must facilitate the performance of weapon operator tasks similar to live ammunition to include chambering weapons, clearing weapons, weapon maintenance tasks (including verification of proper weapon setup after maintenance procedures) and ammunition familiarity without risk of activating energetic materials. It must be standardized and easily discernible from other types of ammunition by Soldiers under training representative conditions.
- c. Primed Case. Primed Case (case and primer) ammunition shall be provided to support PT#1 and PT#2.

Deliverables: HPT, DDI, and Primed Case ammunition prototypes required to support Government testing. The required ammunition test quantity and deliverable schedule is listed in Attachment 2 – Delivery Schedule.

2.2.1.2.3. Lake City Army Ammunition Plant PON Support

The Government owned Contractor operated LCAAP may be utilized as a subcontractor in the Offeror's proposal; however, the Government will not be involved in the negotiation or utilization of this subcontractor. LCAAP may be able to provide classified and unclassified LAP capability. The LCAAP point of contact is:

NAME TO BE PROVIDED

EMAIL TO BE PROVIDED

PHONE TO BE PROVIDED

2.2.2. Government Testing

All testing will be conducted at APG, MD. The Government will provide the Contractor with a summary of the results from each Government test within 30 days after each test event. The Government will conduct the following tests on the NGSW-R, NGSW-AR, and the Ammunition:

2.2.2.1. Prototype Test #1 (PT#1)

This Government test will inform the Contractor of current design compliance to the performance requirements. The test will be conducted at APG, MD and has an estimated duration of 3 months.

2.2.2.1.1. Soldier Touch Point A: Mobility & User Acceptance

This Government test will provide the Contractor with Soldier feedback on areas related to mobility and maneuverability on Army relevant obstacles, and user acceptance scenario testing. Reference Attachment 5 – STP Mobility and Attachment 6 – STP User Acceptance.

2.2.2.2. Prototype Test #2 (PT#2)

This Government test will be used to assess compliance to the performance requirements. The test will be conducted at APG, MD and has an estimated duration of 6 months.

2.2.2.2.1. Soldier Touch Point B: Mobility, User Acceptance, Controllability

This test is a Government conducted evaluation on areas related to mobility, maneuverability on Army relevant obstacles, user acceptance scenario testing, user in the loop accuracy, and engagement time for 50-600m engagements. Reference Attachment 5 – STP Mobility, Attachment 6 – STP User Acceptance, and Attachment 7 – STP Controllability

2.2.2.2.2. Soldier Touch Point C: Operational Evaluation

This test is a Government conducted evaluation with Soldiers in the loop to evaluate the suitability for airborne operations and ground combat operations. Reference Attachment 8 – STP Operational Evaluation.

2.2.2.2.3. Live Fire Test and Evaluation (LFT&E)

This is a test and analysis effort required to support the ballistic lethality evaluation, focusing on the terminal ballistics of the system.

2.2.3. Scope of Testing

The Government testing will be in accordance with Attachment 9 – Prototype Test Outline.

2.2.4. Hardware Quantities Required for Government Testing

The hardware quantities required to conduct PT#1 and PT#2, and are listed in Attachment 2 – Delivery Schedule.

2.2.5. Contractor System Test Support Package

The Contractor support package shall consist of:

- a. adequate supply of spare systems and repair parts including spare barrels to successfully complete all testing and required maintenance actions during testing. The Contractor shall fix or replace Government test weapons within 48 hours of notification by the Government. Failure to provide adequate supply of spare and repair parts may directly affect the results of the testing;
- b. special tools, gauges, and accessories as necessary, to support all weapons for the duration of PT#1 and PT#2; and
- c. support and participation in Scoring Conferences for PT#1 and PT#2.

Deliverables: Contractor System Test Support Package delivered 30 days prior to PT#1 and PT#2. On-site support for Scoring Conferences at APG for PT#1 and PT#2; dates will be scheduled by the Government.

2.2.6. Non-metallic Coupons

The NGSW-R and NGSW-AR will be subjected to exposure to various chemicals during the chemical compatibility testing. The vendor shall provide coupons (samples) of each type of non-metallic material used on the NGSW-R and NGSW-AR. The coupons shall be labeled to identify the associated weapon components. These coupons should be approximately 0.25 inch x 2 inch x 2 inch in size, and may be cut sections from actual components. For example, a rubber grip may be cut into sections to provide the coupons.

Deliverables: 22 coupons (0.25 inch x 2 inch x 2 inch) delivered 30 days prior to PT#1 and as necessary for PT#2.

2.2.7. Bulk Energetic Materials

For unqualified energetic materials (reference Attachment 10 – NATO Catalogue of Qualified Explosives), the Contractor shall submit bulk samples of the energetic materials used in the ammunition developed as part of this SOW. The quantities shall come from one batch that was produced in the same process and with the same equipment as the lot amount used to manufacture the ammunition. Explosives Hazard Classification Data shall be provided for the bulk energetic materials delivered in accordance with the System Safety Program section.

Deliverables: For unqualified propellant, 50 pound sample of the propellant delivered within 30 days after starting LAP of PT#2 ammunition. For unqualified primer mix, 75 gram sample of the primer mix delivered within 30 days after starting LAP of PT#2 ammunition

2.2.8. Test Barrels

The Contractor shall provide the following test barrels to support Government testing:

2.2.8.1. Electronic Pressure, Velocity, Action Time (EPVAT) Barrels

The Contractor shall deliver EPVAT barrels representative of the NGSW-AR.

The barrels shall be ported for pressure transducers at the chamber and port locations. All barrels shall be broken in to ensure that they are operational prior to shipping.

Deliverables: 3 EPVAT barrels delivered 30 days prior to PT#1. If the barrel design has changed prior to PT#2, then 3 additional EPVAT barrels delivered 30 days prior to PT#2.

2.2.8.2. Mann Barrels

The Contractor shall deliver Mann barrels representative of the NGSW-R and NGSW-AR. All barrels shall be broken in to ensure that they are operational prior to delivery.

Deliverables: 3 Mann barrels for each weapon 30 days prior to PT#1. If the barrel design has changed prior to PT#2, then 3 additional Mann barrels delivered 30 days prior to PT#2.

2.3. PART B: PROTOTYPE PROGRAM MANAGEMENT AND ENGINEERING SUPPORT

The Contractor shall design, build, and verify performance compliance of the NGSW-R, NGSW-AR, and ammunition prototypes to reduce technical and programmatic risks and establish a final design configuration to be tested in PT#2.

2.3.1. Engineering Support

The Contractor may conduct engineering integration activities including but not limited to system engineering, design engineering, materials, services, testing, technical management, quality assurance, equipment, facilities, prototyping, and administration to assess and optimize weapon system performance. The Contractor may conduct trade studies to evaluate the impacts of varying system characteristics on system performance. Examples of engineering support may include the evaluation of the following parameters: enablers, shorter barrel lengths, modification kits, etc.

2.3.1.1. Configuration Management and Control

The Contractor shall execute configuration management using CM principles from MIL-HDBK-61A (SE), EIA649, and EIA-649-1 as guidelines. The Contractor shall create and maintain baseline configurations throughout the program.

2.3.1.1.1. Technical Data Packages (TDPs)

The Contractor shall prepare and deliver complete digital Contractor-formatted TDPs with at least limited rights as defined in Attachment 11 – Model Other Transaction Agreement for the NGSW-R, NGSW-AR, and Ammunition. The Contractor shall provide production Level III TDPs as prescribed in MIL-STD-31000A and DI-SESS-81000E. With the TDPs the Contractor shall arrange the drawings in an "engineering top-down drawing tree" format to ensure that all

the necessary drawings have been provided. The Contractor's top-down engineering drawing shall also reflect appropriate maintenance drawings, complete parts lists and all other ancillary test and support equipment drawings necessary to facilitate the maintenance concept.

Deliverables: TDP for NGSW-R, NGSW-AR, and Ammunition delivered 60 days after PT#2 start.

2.3.1.1.2. Computer Software Data Delivery (if applicable)

The Contractor shall prepare and deliver complete digital Contractor-formatted computer software and computer software documentation with at least restricted rights as defined in Attachment 11 – Model Other Transaction Agreement for the NGSW-R and NGSW-AR, Article VIII Computer Software and Data Rights. The Contractor shall provide rights to computer software or computer software documentation as defined under DFARS 252.227-7014(a)(4) Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014). The computer software data or computer software documentation that is delivered will provide information necessary to support acquisition, production, engineering, and logistics.

Deliverables: Computer Software Data Delivery for NGSW-R and NGSW-AR delivered 60 days after PT#2 start.

2.3.2. Program Management

The Contractor shall organize, coordinate, and control program activities to comply with OTA program requirements and timely delivery of the required products and services. The Contractor shall monitor the progress of work performed under the contract.

2.3.2.1. Data Deliveries Method

The Contractor shall deliver data in accordance with this SOW and the days specified in this SOW are calendar days unless otherwise specified. If a delivery date falls on a Saturday, Sunday, or Federal Government holiday, the Contractor shall deliver the data on the next business day. All data specified in this OTA shall be provided using the Governments Collaborative Data Environment (CDE), unless otherwise specified. Within 10 calendar days after OTA award, the Contractor shall provide the Government with a list of personnel requiring access to the CDE. Personnel will be required to have or obtain either a Government-issued Common Access Card (CAC) or a Government-approved External Certificate Authority (Refer to <https://iase.disa.mil/pki/eca/Pages/index.aspx> in order to be provided access to the CDE. The CDE website link, user instructions and training will be provided at the Program Start-Up. The Contractor shall deliver data without encryption, locks, passwords, or other security protection features.

2.3.2.2. Information Exchanges

The Contractor shall utilize industry best practices in data management throughout performance of this contract. In conjunction with its data management system, the Contractor shall utilize the Governments CDE for secure Government exchanges that can be used to facilitate information

transmission between the Government and Contractor for controlled, distributed access to project information.

2.3.2.3. Meetings and Reviews

The Contractor shall conduct and participate in meetings and reviews to be held at both Contractor and Government facilities. The Contractor shall specify the specific location, date(s), and duration of each activity in the IMS.

2.3.2.3.1. Meetings and Reviews Support

The Contractor shall prepare data and drawings to aid in the presentations. The Contractor shall have key personnel available for each activity, and shall make facilities available for Government-only breakout sessions. The Contractor shall prepare agendas and minutes for all conferences, meetings and reviews. The agenda and minutes may be in Contractor's format.

Deliverables: Briefings, agendas, and meeting minutes in Contractor format delivered as necessary.

2.3.2.3.2. Sub-Contractor Meetings and Reviews

Sub-Contractors shall attend meetings and reviews, when required, to address key elements.

2.3.2.3.3. Program Start-Up Meeting

The Contractor shall invite the Government to their internal Program Start-Up meeting. This meeting will also serve as the start of work meeting and allows the Government to meet the Contractor's program team. The Contractor shall provide the Government with Contractor technical and production metrics that they use to manage and status the Prototype efforts. The Contractor shall provide the Government a copy of any updates as they occur.

Deliverables: Conduct Program Start-Up Meeting with read ahead package in Contractor format provided 2 business days prior to the meeting. Metrics updates provided in Contractor format within 2 business days.

2.3.2.3.4. PT#1 Pre-Ship Meeting

The purpose of this meeting is to review Contractor readiness to ship hardware in support of the Government's PT#1. The following topics shall be addressed for both the NGSW-R and NGSW-AR including ammunition prototypes planned for shipping:

- a. Provide the Configuration of the Weapon Prototype and ammunition Prototype to be shipped for PT#1.
- b. Provide the status of the required Safety Documents identified in Section 2.3.4.
- c. Provide the status of the Contractor System Test Support Package.
- d. Identify Contractor determined test limitations (if applicable).
- e. Provide Contractor assessment of compliance to the performance requirements of PT#1 configuration hardware.
- f. Provide evidence that the weapon and ammunition prototypes have passed internal quality controls required prior to hardware delivery.

- g. Provide status of all Agreement deliverables.

Government approval is not required for the Contractor to ship hardware.

Deliverables: Conduct a PT#1 Pre-Ship Meeting at the Contractor's facility before the weapon and ammunition prototypes are shipped to the Government for PT#1 with read ahead package in Contractor format delivered 2 business days prior to the meeting.

2.3.2.3.5. Design Completion Review

The Contractor shall conduct a Design Completion Review (DCR). The DCR will demonstrate that the weapons and ammunition prototype designs meets the proposed Contractor performance requirements. The Contractor will provide information that substantiates their compliance claims using Contractor testing results, PT#1 results, or analysis results. The Contractor will provide the status of Engineering Drawings for the prototypes. The Contractor will identify any schedule or performance risks that were internally assessed as medium or high. The review shall be scheduled before the PT#2 pre-ship meeting. Read ahead packages shall be submitted to the Government 3 business days prior to the DCR. This meeting will be conducted for both the NGSW-R and the NGSW-AR prototypes including ammunition prototypes.

Deliverables: Conduct a DCR at the Contractor's facility scheduled before the PT#2 Pre-Ship Meeting with read ahead package in Contractor format delivered 2 business days prior to the DCR.

2.3.2.3.6. PT#2 Pre-Ship Meeting

The purpose of this meeting is for the Government to concur with the Contractor's readiness to ship hardware in support of the Government's PT#2. The following topics shall be addressed for both the NGSW-R and NGSW-AR including ammunition prototypes planned for shipping:

- a. Provide the final configuration baseline of the NGSW-R, NGSW-AR Prototypes and ammunition Prototype to be shipped for PT#2.
- b. Provide the completed Safety Documents identified in Section 2.3.4.
- c. Provide the status of the Contractor System Test Support Package.
- d. Identify Contractor determined test limitations (if applicable).
- e. Provide Contractor assessment of compliance to the performance requirements of PT#2 configuration hardware.
- f. Provide evidence that PT#2 hardware is production representative hardware.
- g. Provide evidence that the weapon and ammunition prototypes have passed internal quality controls required prior to hardware delivery.
- h. Provide status of all Agreement deliverables.

Government approval is not required for the Contractor to ship hardware.

Deliverables: Conduct a PT#2 Pre-Ship Meeting at the Contractor's facility before the weapon and ammunition prototypes are shipped to the Government for PT#2 with read ahead package in Contractor format delivered 2 business days prior to the meeting.

2.3.2.4. Security

Classification information is contained in the Family of Next Generation Squad Weapons Security Classification Guide dated 28 June 2018. The Government considers all other verbal information and documents handled or generated in conjunction with this project to be unclassified information of a sensitive nature that must be protected against release to unauthorized individuals. During all phases, to include the post-award phase, release of ANY information associated with this project to ANY Government or private individual, firm, or business is prohibited without the express written approval of the Agreement Officer. Further, product(s) or product information shall not be marketed, displayed, or discussed at any trade show, symposium, or through any other medium without the express written approval of the Agreement Officer. Reproduction of any documents provided by the Government is strictly prohibited without the express written approval of the Agreement Officer. Requests for approval to release information submitted to the Agreement Officer for approval shall identify the specific information to be released, the medium to be used and the purpose for the release.

Deliverables: Request approval to release project information in Contractor format delivered, as necessary.

2.3.2.4.1. Security Classification Specifications

The Contractor shall adhere to the requirements of the DD Form 254 and the Family of Next Generation Squad Weapons for the protection of the unclassified information, Controlled Unclassified Information (CUI), and classified information, data, hardware, and computer software generated for or provided in support of the program. To preserve national security interest, the Contractor shall ensure all aspects of the OTA and work performed are evaluated for conformance with security procedures and standards as identified in this OTA, the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254.

2.3.2.5. Integrated Master Schedule (IMS)

The Contractor shall submit the IMS to the Government quarterly and/or when updated. The IMS baseline, established in the Offeror's proposal at award, shall be consistent with the Contractor Work Breakdown Structure (CWBS). The IMS shall be detailed sufficiently that critical and high risk efforts are identified and planned realistically to assure the program is executable. The IMS will be extended and expanded as the OTA or agreement unfolds and additional insight is needed (for example, rolling wave detail planning or scope changes). The IMS shall include the efforts of all activities, including subcontractors and suppliers. The IMS shall reflect those risks identified and documented in the Contractor's risk management plan. Risk mitigation plans included in the IMS shall be annotated. The Contractor shall deliver the IMS to the Government utilizing an MS Project format that includes the NGSW-R, NGSW-AR and Ammunition efforts.

Deliverables: MS Project IMS delivered quarterly and/or when updated

2.3.2.6. Contractor Work Breakdown Structure

The Contractor shall develop and provide a CWBS and dictionary to be used as the framework for planning and reporting program status to the Government. The Contractor shall use a level 10 CWBS as a minimum to report program schedule. The CWBS should be delivered to the Government at the Program Startup Meeting.

Deliverables: CWBS delivered at the Program Startup Meeting

2.3.2.7. Copyright & Data Rights

2.3.2.7.1. Copyright & Technical Data Rights

The Contractor shall provide unlimited rights as defined in DFARS 252.227-7013(b)(1) Rights in Technical Data-Noncommercial Items (Feb 2014). If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data.

Deliverables: Copyright Release in Contractor format delivered as necessary.

2.3.2.7.2. Copyright & Computer Software Data Rights

The Contractor shall provide unlimited rights as defined in DFARS 252.227-7014(b)(1) Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014). If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data.

Deliverables: Copyright Release in Contractor format delivered as necessary.

2.3.2.8. Export Control Requirement

Export of technical and/or computer software data under this OTA to Foreign Persons which is not accompanied by a perfected compliance instrument, as defined in International Regulation (ITAR) Section 120-16 is not authorized.

Technical and/or computer software data shall be marked in accordance with the following:

EXPORT CONTROL WARNING NOTICE: WARNING - This document contains technical and/or computer software data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C. , SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C. , APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

2.3.3. Reliability Growth Plan

The Contractor shall develop and implement a reliability growth plan for classes I, II, and III. The reliability growth plan is a structured method to mature the system's reliability through finding failures and fixing them during the development of the system. The Contractor's reliability growth plan should be structured to achieve at least 75 percent of the final reliability requirement at PT#1 and 100% at PT#2 with 80 percent statistical confidence level. The evaluation shall be in accordance with Failure Definition and Scoring Criteria document (To Be

Determined). The Contractor shall use the Army Materiel Systems Analysis Activity's (AMSAA) Planning Model based on Projection Methodology (PM2) to develop reliability growth curves and provide values for the following parameters identified:

- a. Management Strategy
- b. Level of Fix Effectiveness
- c. Derating Factor
- d. The lag-time due to corrective action implementation
- e. Probability of Accepting

The Contractor can request electronic versions of the PM2 Reliability tool (PM2-C for the weapon and PM2-D for the ammunition) from AMSAA using the following link:
<https://www.amsaa.army.mil/Documents/CRG/Model%20Request%20Form.pdf>

Deliverables: Reliability Growth Plan delivered 30 days prior to PT#1.

2.3.4. System Safety

2.3.4.1. System Safety Program²

The Contractor shall establish and maintain a System Safety Program per MIL-STD-882E, Standard Practice for System Safety, which will include a System Safety Plan. As a minimum, the Contractor shall implement a system safety program and a hazardous material management plan, which shall consist of conducting hazard analyses and assessments specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the OTA. The Contractor shall identify System Safety Working Group (SSWG) members. The SSWG shall coordinate all matters that are safety related with the Government. The System Safety Plan shall be submitted using DI-SAFT-81626 as a guide. The Contractor shall submit the required reports in support of the System Safety Program: Health Hazard Assessment Report using DI-SAFT-80106C as a guide; Critical Safety Item, Characteristics and Critical Defect Report using DI-SAFT-80970A as a guide; Failure Mode, Effects, and Critical Analysis Report using DI-SESS-81495 as a guide. Explosive Hazard Classification Data using DI-SAFT-81299C as a guide, shall be submitted for all explosives or munitions delivered to the Government. Radiation Hazard Control Procedures, using DI-SAFT-80184A as a guide, shall be submitted if the Contractor is providing the Government with radioactive material (such as in night sights).

Deliverables: Identification of SSWG Contractor members, System Safety Plan, Health Hazard Assessment Report, Critical Safety Item Characteristics and Critical Defect Report, Failure Mode, Effects, and Critical Analysis Report, Explosive Hazard Classification Data and Radiation Hazard Control Procedures (if necessary) delivered 30 days prior to PT#1, and updated as necessary 30 days prior to PT#2.

² Unclassified Defense specifications and standards may be downloaded from the following ASSIST websites: (1) ASSIST <https://assist.dla.mil/online/start/> and (2) Quick Search <http://quicksearch.dla.mil/>

2.3.4.2. System Safety Hazard Analysis Report (SSHAR)

The Contractor shall provide System, Subsystem, and Operating and Support Hazard Analyses. Results of the Hazard Analysis shall be documented and a System Safety Hazard Analysis Report (SSHAR) shall be submitted using DI-SAFT-80101C as a guide. The SSHAR shall be updated throughout the duration of the OTA to reflect any updates to the system.

Deliverables: System Safety Hazard Analysis Report delivered 30 days prior to PT#1 and updated as necessary 30 days prior to PT#2.

2.3.4.3. Safety Assessment Report (SAR)

The Contractor shall conduct a safety assessment of the components, subsystems and system. The Safety Assessment Report (SAR) shall be submitted using DI-SAFT-80102C as a guide. A SAR is required with the delivery of any configuration or component to the Government for testing or demonstration. This may require preparation and delivery of more than one SAR. The SAR shall contain results from the Contractor's safety assessments, hazard analyses, and testing. The SAR shall also contain Range Safety recommendations for testing at Government facilities.

Deliverables: Safety Assessment Report delivered 30 days prior to PT#1 and updated as necessary 30 days prior to PT#2.

2.3.4.4. Accident/Incident Report

The Contractor shall notify the AO immediately following any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding \$10,000; the effect on program planning or production schedules; degrading the safety of equipment under OTA, such that personal injury or property damage may be involved; identify a potential hazard requiring corrective action. The Contractor shall prepare an Accident/Incident Report for each incident.

Deliverables: Test/Incident Report in Contractor format delivered as necessary.

2.3.5. Ammunition Hazard Classification

The Contractor shall provide hazard classification data to support program compliance with the DoD Ammunition and Explosives Hazard Classification Procedures (DAEHCP) (Army Technical Bulletin 700-2, Naval Sea Systems Command Instruction 8020.8, Air Force Technical Order 11A-1-47, and Defense Logistics Agency Regulation 8220.1). Such pertinent data may include

- a. Narrative information to include functional descriptions, safety features, and similarities and differences to existing analogous explosive commodities, including packaging.
- b. Technical data to include Department of Defense Identification Codes (DODICs) and National Stock Numbers (NSNs); part numbers; nomenclatures; lists of explosive compositions and their weights, whereabouts, and purposes; lists of other hazardous materials and their weights, volumes, and pressures; technical names; performance or product specifications; engineering drawings; and existing relevant Department of Transportation (DOT) classification of explosives approvals.

- c. Storage and shipping configuration data to include packaging details.
- d. Test plans.
- e. Test reports.
- f. Analyses.

Deliverables: Required Interim Hazard Classification technical data delivered two months prior to shipping energetic materials to support Government tests.

Note: For additional assistance for obtaining Interim Hazard Classification and proper shipping and receiving documentation contact:

NAME TO BE PROVIDED
EMAIL TO BE PROVIDED
PHONE TO BE PROVIDED

2.3.6. Energetic Material Qualification (If Applicable)

It is recommended that US Military qualified energetics are used in the proposed designs. Energetics are expected to be used in the propulsion system, ignition train, and main explosive charge. Use of US Military qualified energetics eliminates the need to have a qualification plan for these items.

In the event that a non-qualified material is required, the Contractor shall provide an approved Energetic Qualification Report approved by the ARDEC Energetic Material Qualification Board (EMQB) 60 days after PT#2 start. Contractors using non-qualified materials are encouraged to start this process as soon as possible after Agreement Award as it can take 12 to 18 months to receive an approved report.

ARDEC Energetic Material Qualification Board Points of Contact:

NAME TO BE PROVIDED
EMAIL TO BE PROVIDED
PHONE TO BE PROVIDED

Deliverables: ARDEC Energetic Material Qualification Report delivered 60 days after PT#2 start.

2.3.7. EOD Procedures

EOD requires the Contractor to demonstrate that the cartridge can be rendered safe and disposed of in all field environments. The Contractor shall prepare and provide the Government, using DI-SAFT-80931C as a guide, recommended Render Safe Procedure (RSP) and disposal procedures (as applicable). A draft procedure shall be submitted prior to PT#1, and the final procedure shall be submitted prior to PT#2.

Deliverables: Draft Explosive Ordnance Disposal Procedure delivered 30 days prior to PT#1 and final Explosive Ordnance Disposal Procedure delivered 30 days prior to PT#2.

2.3.7.1. Radioactive Material

2.3.7.1.1. Radioactive Material Justification

Paragraph 9-3.b.(2) of RDECOM Regulation 385-10 states: "Use of radioactive materials in Army materiel must be minimized, as much as possible, consistent with mission requirements. Radioactive materials should not be used in Army materiel unless there are no reasonable non-radioactive alternatives. It must be established and documented for the record why the use of radioactive material is the only means of meeting military operational requirements." The Contractor shall submit justification for the use of radioactive material using DI-MISC-80508B as a guide. Government approval of the justification is required prior to the use of any radioactive materials.

Deliverables: Radioactive Material Justification in Contractor format delivered as necessary.

2.3.7.1.2. Radioactive Wipe Test

In accordance to AMC Regulation 385-2, Ionizing Radiation Safety Program, radioactive materials shall not be permitted without providing a Radioactive Material Justification. If the Contractor utilizes radioactive material, the Contractor shall conduct a radioactive wipe test on all weapons and sights, in accordance to clause ES6050 "Wipe Testing Requirements for Newly Procured Radioactive Commodities," to prove that there is no leakage of radioactive material, and submit a Radioactive Wipe Test Report using DI-NDTI-80809B as a guide.

Deliverables: Radioactive Wipe Test Report in Contractor format delivered as necessary

2.3.8. Contractor Test Ammunition

The Government will provide surrogate and general purpose projectiles to the Contractor to be assembled with the Contractor common cartridges, which will be used to support the internal contractor testing. See Attachment 4 – Government Furnished Property for scheduled deliveries of Government projectiles.

2.3.8.1. Test and Evaluation prior to hardware delivery

The Contractor shall perform the Contractor determined inspections, subsystem tests, H/W integration tests, in process tests, factory acceptance tests and final weapon system integration verifications before delivering any hardware to the Government.

2.3.8.2. Responsibility for Tests

The Contractor shall be responsible for the performance of all Contractor tests. The Government reserves the right to observe Contractor testing, and independently perform any tests deemed necessary to ensure that the system conforms to the OTA requirements.

2.3.8.3. System Level Contractor Test Documentation

The Contractor shall submit the system level test Plan/Report to the Government for informational purposes.

Deliverables: System Level Contractor Test Plans in Contractor format delivered 5 days prior to the Contractor test. System Level Contractor Test Report in Contractor format delivered 30 days after test completion.

2.3.9. Environmental Life Cycle Activities.

The Contractor shall consider the impacts of environmental life cycle requirements when selecting designs for the system, as well as for any manufacturing and testing of subcomponents and prototypes necessary for this effort.

2.3.9.1. Life Cycle Environmental Assessment.

The Contractor shall provide input to the Government development, creation and updating of a Life Cycle Environmental Assessment (LCEA) for program decisions.

Deliverables:

- a. Submission of all available Material Safety Data Sheets (MSDS) for all hazardous materials used both within the system and used in system operations and maintenance.
- b. The locations of all hazardous materials used within the system.
- c. Preliminary descriptions of the manufacturing processes of the system with emphasis on hazardous materials used during manufacturing operations.

The above should be delivered in Contractor format 30 days prior to PT#1 and as necessary for PT#2.

2.3.9.2. Environmental Compliance

The Contractor (and its Sub-Contractors) shall comply with all federal, state, and local environmental laws, regulations, and policies for all activities defined in this SOW, whether conducted at Government or Contractor facilities. Upon request, the Contractor shall make available to the Government applicable environmental permits, documentation, and procedures. The Contractor shall be solely responsible for the management, cleanup, protection, and disposal of any and all emissions, effluents, wastes, and hazardous materials used in, generated by, or associated with the actions required by this SOW.

2.3.9.3. Pollution Prevention Program/Plan

The Contractor shall establish a Pollution Prevention Plan to minimize program environmental and cost impacts and ensure that all pollution that cannot be prevented will be recycled or disposed of in an environmentally safe manner. The Contractor shall define the process they will use to identify the pollution prevention initiatives which will eliminate hazardous materials in the performance of the OTA. The plan shall describe the analysis techniques that will be used to evaluate the risks associated with identified non-hazardous materials/process substitutes to ensure no detriment to performance. The plan shall include the Contractor's process for materials/process selection and evaluation. The Contractor shall define their overall process for

assigning responsibility to analyze and document the potential cost associated with trading a hazardous material for a less hazardous material over the life cycle of the product.

Deliverables: Pollution Prevention Plan delivered in accordance with DI-MISC-80508B, 30 days prior to PT#1 and as necessary for PT#2.

2.3.9.4. Hazardous Materials Management Program/Plan (HMMP)

The Contractor shall establish, implement and maintain a HMMP Plan using Section 4 of National Aerospace Standard 411 (NAS411) (Revision 3) as a guide. The HMMP Plan, at a minimum, shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define process used to identify the hazardous materials utilized in the manufacturing process, and establish prioritization criteria for ranking the relative risks of these hazardous materials. Prohibited, restricted and tracked Hazardous Materials are listed in NAS411-1.

Deliverables: Hazardous Materials Management Plan delivered in accordance with DI-MGMT-81398, 30 days prior to PT#1 and as necessary for PT#2.

2.3.9.5. HMMP Report

The Contractor shall prepare an HMMP Report using Section 4.3 of NAS411 (Revision 3) as a guide. The HMMP Report, at a minimum, identifies all hazardous materials required for system production, provides a listing of prioritized hazardous materials for minimization/elimination per the criteria established in the HMMP, and identifies those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation.

Deliverables: HMMP delivered in accordance with DI-MGMT-81397, 30 days prior to PT#1 and as necessary for PT#2.

2.3.9.6. Hazardous Materials

The Contractor shall not use cadmium, tungsten, tungsten alloys, hexavalent chromium, or other highly toxic or carcinogenic materials without Government approval. The Contractor shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health, as materials that will produce toxic effects via respiratory tract, eye, skin, or mouth. Moderate toxic materials may be used provided the design and control preclude personnel from being exposed to environments in excess of that specified in 29 CFR 1910, Occupational Safety and Health Standards. The Contractor shall not use Class I Ozone Depleting Chemicals.

2.3.9.7. Hazardous Waste Report

The Contractor shall identify the specific types and amounts of hazardous waste being generated under this Agreement. If it is determined by the Contractor that hazardous waste will be generated under this Agreement, the Contractor shall prepare a Hazardous Waste Report, in accordance with DI-MGMT-82129.

Deliverables: Hazardous Waste Report delivered 180 days after award. Updated Hazardous Waste Reports shall be delivered on a yearly basis until the end of the agreement.

2.3.10. Control of Government Furnish Property (GFP)

The Contractor's quality system shall include at least the following procedures to control GFP:

- a. examination upon receipt, consistent with practicality, to detect damage in transit;
- b. inspection for completeness and proper type;
- c. periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- d. functional testing prior to installation to determine satisfactory operation;
- e. identification and protection from improper use or disposition;
- f. verification of quantity;
- g. proper storage and security of components to prevent damage or loss; and
- h. log of Government materiel to be maintained, verified by DCMA and posted to the CDE identifying status and location to be updated as required.

2.3.11. Integrated Logistics Support (ILS)

2.3.11.1. Technical Manuals (TMs)

New equipment technical manuals to support the NGSW-R and NGSW-AR shall be developed. These TMs will be utilized during training and maintenance for Government testing.

The following manuals shall be developed:

- a. TM-10 Operator Manual. The operator manual shall be delivered in Contractor format, but MIL-STD-38784A and MIL-STD-40051-2C is preferred.
- b. TM-23&P Field Maintenance with Repair Parts and Special Tools List (RPSTL). The Field Maintenance Manual shall be delivered in Contractor format, but MIL-STD-38784A and MIL-STD-40051-2C is preferred. The goal of the -23&P is to minimize parts and maximize the use of assemblies. Maintenance instructions and RPSTL shall be developed in the same sequential order as the two-level Maintenance Allocation Chart (MAC).

Deliverables: -10TM and -23&P TM delivered 30 days prior to PT#1 and PT#2.

2.3.11.2. Instructor and Key Personnel (I&KP) Training

The Contractor shall develop and submit Training Materials using DI-ILSS-80872, as a guide, and provide training for the Government's I&KP. The training shall be conducted at Aberdeen Proving Grounds, in Aberdeen, Maryland, at a facility provided by the Government. The Contractor shall anticipate training up to 15 I&KP for PT#1 and 15 I&KP for PT#2.

Deliverables: Training Materials delivered in Contractor format prior to PT#1 and PT#2.

2.3.12. Marking

The Marking Plan will provide details on how and where the Contractor intends to mark the systems to meet the marking requirements. The Marking Plan will be submitted within 60 days after Agreement Award for approval by the Government. Marking requirements may be added, deleted, or changed depending on final design. The Government's response will be provided within 30 days after submission.

Deliverables: Marking Plan in Contractor format within 60 days after agreement award.

2.3.12.1. Item Unique Identification (IUID)

The Contractor shall provide DoD Item Unique Identification to the system using MIL-STD-130N as a guide and in accordance with DFARS 252.211-7003. IUID Labels must survive and remain readable under all operational environmental conditions defined for the life of the weapon system. This requirement will be tested during PT#1 and PT#2 and must survive all the environmental conditions imposed on the weapons system.

2.3.12.2. Ammunition Packaging and Marking

The Contractor shall design and develop packaging for its ammunition, which will be tested during PT#2. The Contractor shall provide ammunition packed into fiberboard cartons with added dunnage only if needed to prevent gross movement. Cartons shall be packed into M2A2 containers with enough cartons to fill the container without excessive filler material. M2A2 containers shall be sealed with a metallic security seal. Two M2A2 containers shall be packed into a wooden wirebound box with associated filler to prevent gross movement. Wirebound boxes shall be sealed with a metallic seal. Forty-eight wirebound wooden boxes shall be palletized and marked in accordance with the palletization drawing. All markings must be in accordance with MIL-STD-129R. Reference Attachment 12 – Ammunition Packaging and Marking Drawings.

Deliverables: At least one pallet, as described above, of PT#2 test ammunition shall be delivered in accordance with the delivery schedule.

2.3.13. Manufacturing Readiness

The Contractor shall prepare their Manufacturing Maturity Plan (MMP) using the definitions, criteria, and processes defined in the DoD MRA Deskbook³ as a guide. The MMP will document the production concept and approach for the follow-on production effort to include supply chain risk. For the ammunition, the Contractor shall assume that the Government will provide the projectiles. Future ammunition may be classified (SECRET) and may require facilities and personnel capable of handling classified (SECRET). LCAAP may be utilized as a subcontractor to address any classified or unclassified ammunition production needs.

Deliverables:

MMP in Contractor format delivered 60 days after PT#2 start.

³DoD MRA Deskbook and resources can be located at <http://www.dodmrl.com>.

SECTION 3 – PROPOSAL SUBMISSION AND INSTRUCTION

3.1 Introduction

The purpose of the proposal is to identify innovative solutions for the Department of Defense and preclude efforts on the part of the Offeror whose proposed work is not of interest to the Government. Accordingly, Offerors are encouraged to submit proposal(s) following the instructions detailed below. To be considered for award, a proposal submission should include a written section, Bid Samples, and an oral presentation to be conducted at Picatinny Arsenal, New Jersey. A proposal submission that does not include a written section and Bid Samples will not be evaluated and will be eliminated from the competition. While not mandatory, an oral presentation is strongly encouraged. The proposal shall specifically identify how the Offeror will achieve their proposed requirements against the Government's desired capabilities as stated in Attachment 13 – Capability Matrix.

Proposals and Bid Samples received after the date specified will NOT BE ACCEPTED. In general, Offerors will be notified approximately five months after the PON has closed whether their solution is of interest to the Government. The Government and each selected Offeror will then negotiate the terms and conditions of the OTA prior to award.

A notional timeline to OTA award is below:

Milestones	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Prototype Opportunity Notice Release							
Bid Sample Safety Assessment Due							
Bid Sample Training and Oral Presentation Date Assigned							
Government Response to Bid Sample Safety Assessment							
Written Proposal Due							
Bid Sample Due							
Bid Sample Training							
Oral Presentation Government Preparation							
Oral Presentations							
Revised Proposal Due							
PON Proposal Evaluation							
Offeror Notification							
Negotiate and Finalize OTAs							
Execute OTA Award(s)							

3.2 Proposal Submission

- 1) The costs of preparing, submitting, and hosting the proposal are not considered an allowable direct charge to any contract or agreement.
- 2) Advertising brochures are not desired.
- 3) Multiple proposals may be submitted by the same organization; however, each proposal must be separate and distinct from one another.
- 4) The proposal(s) shall be valid for a period of 18 months.
- 5) Technical and/or computer software data with military application may require appropriate approval, authorization, or license for lawful exportation.

- 6) All proposals (including any written and oral information) shall be unclassified and will be protected as competitive source selection information. This does not limit the Government's right to use information contained in the proposal if it is obtained and allowed from another source.
- 7) Questions regarding the objectives or preparation of the Proposal shall be addressed to NAME TO BE PROVIDED, Agreement Specialist, Army Contracting Command – New Jersey, Email: EMAIL TO BE PROVIDED.
- 8) Required proposal information shall be submitted to AMRDEC Safe Access File Exchange (SAFE) system at <https://safe.amrdec.army.mil/safe/Welcome.aspx> to the attention of NAME TO BE PROVIDED at EMAIL TO BE PROVIDED and Travis T. James at travis.t.james2.civ@mail.mil.

3.3 Proposal Preparation

Offerors shall provide information by addressing each Factor/Sub-Factor in the format and sequence identified in the PON. The Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offeror's proposal. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. Offerors shall not assume information submitted in one area of the evaluation will be considered in other areas of the evaluation. However, the Government reserves the right to utilize information submitted in one area of the evaluation in other areas of the evaluation at its sole discretion.

The proposal's written section shall be in English language using 12-point Times New Roman font, 1 inch margins on 8.5 inch by 11 inch page size. Unless requested by the Government, hyperlinks, appendixes, and/or other attachments are not allowed. Only Section 2 (Factor 1 – NGSW-R) and Section 3 (Factor 2 – NGSW-AR) have a combined page limit of 100 pages. All other sections do not have a page limit. Section 8 (Bid Samples) and Section 9 (Oral Presentation) are not part of the proposal's written section.

3.4 Proposal Content

Each Proposal submitted shall consist of the following separate sections:

Written Sections:

Section 1 – Introduction (no page limit)

Section 2 – Factor 1 – NGSW-R (counts toward combined 100 page limit)

- Sub-Factor 1 – User Acceptance Risk

- Sub-Factor 2 – Proposed Threshold Requirements (Tier 1, Tier 2, & Tier 3)

- Sub-Factor 3 – Design Maturity

- Sub-Factor 4 – Integrated Master Schedule

Section 3 – Factor 2 – NGSW-AR (counts toward combined 100 page limit)

- Sub-Factor 1 – User Acceptance Risk

- Sub-Factor 2 – Proposed Threshold Requirements (Tier 1, Tier 2, & Tier 3)
- Sub-Factor 3 – Design Maturity
- Sub-Factor 4 – Integrated Master Schedule

Section 4 – Factor 3 – Special License Agreements (no page limit)

Section 5 – Factor 4 – Price (no page limit)

Section 6 – Data Rights Assertions (no page limit)

Section 7 – Significant Non-Traditional Participation Or Cost Share (no page limit)

Bid Sample Section:

Section 8 – Bid Samples (not part of the written proposal)

Oral Presentation Section:

Section 9 – Oral Presentation (not part of the written proposal; three hour maximum)

3.4.1 Proposal Section 1, Introduction

(This section does not have a page count limit.)

Company Name, CAGE Code, Date, Point of Contact Information (Name, Title, E-Mail Address, Phone, and Address), and any key participants, subcontractors or team members. Include an abstract which provides a concise description of the proposal. Include a statement that the proposal is valid for 18 months.

3.4.2 Proposal Section 2, Factor 1 – NGSW-R & Proposal Section 3, Factor 2 – NGSW-AR

(These sections count towards the combined 100 page limit.)

Factor 1 – NGSW-R and **Factor 2 – NGSW-AR** each contain four identical Sub-Factors: 1) User Acceptance Risk, 2) Proposed Threshold Requirements, 3) Design Maturity, and 4) Integrated Master Schedule.

Sub-Factor 1 – User Acceptance Risk: The Offeror's weapon and Ammunition proposed design configuration will be evaluated for User Acceptance Risk through the Offeror's Bid Samples (reference PON Section 8) and Trade Studies/Analysis/Other Supporting Data. Offerors should highlight the differences in Bid Samples and the proposed designs if any and how the differences will impact the user acceptance risk (reference Attachment 14 – Bid Sample Test Overview – Section 3. Soldier Touchpoint).

Sub-Factor 2 – Proposed Threshold Requirements: The Offeror shall provide a completed Capability Matrix (Attachment 13 – Capability Matrix; does not count towards page limit), in Excel 2013 format, of its proposed threshold requirements for weapons and the ammunition. The Capability Matrix shall not be changed or modified otherwise. The Capability Matrix is divided into three tiers (Tier 1, Tier 2 and Tier 3). Offerors shall propose threshold requirements that are achievable considering the tiered capabilities, the OTA's timeline, and funding availability. The proposed requirements will be incorporated as Threshold Performance Requirements in the resulting OTA.

The Offeror shall provide substantiating data and/or plans on how they will achieve their proposed threshold requirements identified in the Capability Matrix. Substantiating data may be in the form of U.S. Government test data, third party test data, Offeror test data, manufacturers specification sheets, validated modeling and simulation data, analytical support, design documentation and/or other rationale.

Sub-Factor 3 – Design Maturity: The Offeror shall provide a description of the proposed design for the weapon and Ammunition. The Offeror may include text, photos, illustrations, and model/drawing extracts. The description shall include subsystems and components. Additionally, the system description shall clearly identify all differences between the proposed configurations and the Bid Samples.

Offerors shall explain their level of design maturity with substantiating data for the weapon and the Ammunition at each Level described below:

Level 1: Requirements Analysis – The Offeror has translated the proposed requirements to system and performance requirements of the proposed prototypes.

Level 2: Preliminary Design Analysis – The Offeror has traced the proposed requirements to prototype design components (e.g. trigger mechanism, barrel assembly, cartridge loading mechanism).

Level 3: Subsystem Integration, Testing and Analysis – The Offeror has built, tested, and/or analyzed prototype design components. Component level integration is complete.

Level 4: System Integration, Testing and Analysis – The Offeror has built, tested, and/or analyzed prototype systems. Prototype system level integration is near complete, but may not meet all proposed requirements.

Substantiating data for Sub-Factor 3 – Design Maturity will be based on the Bid Samples, third party test data, Offeror test data, validated modeling and simulation data, analytical data, design documentation and/or other rationale. The substantiating data should be complete, specific, and relevant to the specific maturity levels of the Offeror's self-evaluated design maturity levels. Substantiating data will only be considered if relevant to the proposed weapon and ammunition design.

Sub-Factor 4 – Integrated Master Plan (IMP)/Integrated Master Schedule (IMS): The Offeror shall submit both an Integrated Master Plan (IMP) and an Integrated Master Schedule (IMS).

The IMP shall clearly define the Offeror's master plan for the OTA; identify key events, accomplishments and criteria; and be traceable to and consistent with the IMS. The IMP and IMS shall be laid out around the OTA events and deliverables identified in the PON. The IMP shall have a description for each event inclusive of weapon and ammunition activities.

The IMS shall include a thorough Resource Loading, of the direct costs (labor, material, subcontracts-with material and labor within the subcontracts identified, ODCs, etc.) proposed to be incurred during the performance of the OTA. The Offeror shall include all significant external interfaces, critical items from subcontractors or other detailed schedules that depict significant and/or critical elements, and GFP dependencies. The Offeror shall use a calendar consistent with the Offeror's work schedules. The IMS shall clearly indicate at least one unbroken critical path that reaches from award of the OTA to final delivery. Nomenclature for tasks/milestones on the critical path shall be displayed in underlined, bold red text. If the IMS has multiple critical paths, the proposal shall include the assumptions and logic associated with the multiple critical paths. Assumptions used to develop this IMS shall be provided in sufficient detail to enable Government assessment. The IMS shall adhere to the following:

- 1) The IMS shall be submitted in a Microsoft Office Project 2013 file and does not count towards the page limit. The file shall be unlocked and, in addition to typical schedule specific information, shall include the following for each activity:
 - a) contractor Work Breakdown Structure number;
 - b) crosswalk to Integrated Master Plan Accomplishment Criteria;
 - c) responsible organizational entity;
 - d) resource hours/dollars; and
 - e) crosswalk to Basis of Estimate (if applicable).
- 2) The IMS shall clearly describe the work being accomplished in sufficient detail for the offeror to manage this program. In order to facilitate evaluation, the IMS shall not include:
 - a) Level of Effort activities;
 - b) duplicate activities (i.e., the same activity shall not be included more than once in the schedule network);
 - c) regular recurring deliveries (i.e., deliveries that occur every month or quarter);
 - d) regular recurring meetings (i.e., monthly Program Management Reviews, etc.); and
 - e) IMP significant accomplishments.

The IMS shall include all tasks and events associated with the weapon and the ammunition and deliverables identified in the Statement of Work.

Any subcontractor schedules shall be incorporated into the IMS.

The Offeror shall conduct a schedule analysis using a schedule analyzer tool (such as Steelray Project Analyzer or similar). The results and Offeror interpretation of this analysis shall be provided to the Government as part of this proposal.

The Offeror shall provide a schedule risk assessment using a Monte-Carlo simulation of their IMS from OTA award through final delivery. The Monte-Carlo simulation shall include three-point estimates for Offeror selected key activities/events for this program. Justification and

rationale shall be provided for each three-point estimate. The Offeror shall provide a chart of probability of success versus program duration in months in 5% increments from 5% to 90%. The schedule risk assessment and supporting data does not count towards the page limit.

3.4.3 Proposal Section 4, Factor 3 – Special License Agreements

(This section does not have a page count limit.)

The Offeror shall submit two fully executable Special License Agreements (SLAs) that clearly outlines all terms and conditions required to grant the rights as described below including any limitations, restrictions, or other provisions. The first SLA shall be for the ammunition. The second SLA shall be for the weapons (both the NGSW-R and NGSW-AR). Attachment 15 – NGSW-Ammunition Sample SLA and Attachment 16 – NGSW-Weapons Sample SLA may be utilized and reflect the Government’s preferred SLA terms and conditions. The price of the SLAs shall not be included in Factor 4 – Price. Any royalty costs for third party patents shall be included in the SLA.

The SLAs for the NGSW-Weapons and NGSW-Ammunition Data shall:

1. Include conditions for the Government to receive Government Purpose Rights⁴ (GPR) to the data where the Government is granted less than GPR. Exemplary conditions include:
 - a. meeting a minimum quantity requirement; and/or
 - b. meeting a dollar threshold value; and/or
 - c. waiting for period of time; and/or
 - d. other conditions.
2. Include conditions for the Government to receive Unlimited Rights to the data. Exemplary conditions include:
 - a. meeting a minimum quantity requirement; and/or
 - b. meeting a dollar threshold value; and/or
 - c. waiting for period of time and/or
 - d. other conditions.
3. Incorporate rights previously granted under the OTA. For example, in the OTA, the Government is granted Limited Rights⁵ to data developed at private expense and Unlimited Rights to data that is form, fit and function. Such previously granted rights shall be incorporated into the SLAs.

⁴ “Government Purpose Rights” means those rights as defined under DFARS 252.227-7013 (a)(12 &13) (Feb 2014) and DFARS 252.227-7014(a)(11&12)(Feb. 2014) as well as license rights to any patents/patent applications covering either the NGSW-Weapon or NGSW-Ammunition.

⁵ “Limited Rights” means those rights as defined under Defense Federal Acquisition Regulations Supplement (DFARS) 252.227-7013(a)(14)(Feb. 2014).

The proposed SLAs' terms and conditions shall be incorporated into the offeror's SLAs and submitted with its proposal to the PON. Awardees may be granted an additional opportunity to improve upon the SLA terms and conditions prior to execution of the SLA in conjunction with the follow-on production award.

3.4.4 Proposal Section 5, Factor 4 – Price

(This section does not have a page count limit.)

The Offeror shall provide the completed Attachment 17 – NGSW Pricing, in Excel 2013 format. All pricing shall be fixed amounts. All line item numbers will be summed for a total evaluated price. Offerors may propose milestone payments under line item numbers 0001 – NGSW 0-6 Month Effort, 0002 – NGSW 7-18 Month Effort, and 0003 – NGSW 19-25 Month Effort. Due to fiscal year budget and funding constraints, Offerors are encouraged to stay within the fiscal year available fund amounts.

Price Inconsistencies. Any inconsistency, whether real or apparent, between the proposed performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the Offeror's understanding of the nature and scope of work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

Unbalanced Pricing: The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques without an Offeror's documentation (including calculations and supporting rationale) explaining the apparent unbalanced pricing. The Agreement Officer may reject a proposal where the lack of balance poses an unacceptable risk to the Government.

Government Furnished Property (GFP): Other than the GFP identified in Attachment 4 – Government Furnished Property, no additional GFP shall be used in the Offeror's proposal to eliminate any unfair competitive advantages. The Government owned Contractor operated LCAAP may be utilized as a subcontractor in the Offeror's proposal; however, the Government will not be involved in the negotiation or utilization of this subcontractor. During negotiations, the Government may allow the use of GFP if the use results in a cost savings to the Government.

COMPTROLLER GENERAL ACCESS TO INFORMATION

In projects that provide for payments in a total amount in excess of \$5,000,000, the agreement must include a clause that provides for the Comptroller General the ability to examine the records of any party to the agreement or any entity that participates in the performance of the agreement.

3.4.5 Proposal Section 6, Data Rights Assertions

(This section does not have a page limit.)

The Proposal will identify any intellectual property involved in the effort and associated restrictions on the Government's use of that intellectual property (including any patents or patent applications) in accordance with DFARS 252.227-7013(e) Identification and Delivery of Data to be Furnished with Restrictions on Use, Release or Disclosure, DFARS 252.227-7014(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure, and/or DFARS 252.227-7017 (Jan. 2011) Identification and assertion of use, release, or disclosure restrictions.

The Government may request the Offeror provide additional information/detail provided in the Proposal to clarify data rights assertions. Include documentation proving your ownership of or possession of appropriate licensing rights to all patented inventions (or inventions for which a patent application has been filed) that will be utilized under your proposal for a system demonstrator. If a patent application has been filed for an invention that your proposal utilizes, and the application has not yet been made publicly available, you may provide only the patent application serial number, inventor name(s), assignee names (if any), filing date, filing date of any related provisional application, and title, together with either: (1) a representation that you own the invention, or (2) proof of possession of appropriate licensing rights in the invention.

The Proposal will provide a good faith representation that you either own or possess appropriate licensing rights to all other intellectual property that will be utilized under your proposal.

3.4.6 Proposal Section 7, Significant Non-Traditional Participation or Cost Share

(This section will not count towards the ten page count limit.)

To be considered for award, the Offeror shall meet at least one or more of the following conditions:

Conditions	Yes	No
1. At least one nontraditional defense contractor is participating to a significant extent in this prototype project.		
2. All significant participants in the transaction other than the Federal Government are small business or nontraditional defense contractors.		
3. At least one third of the total cost of the prototype project is to be paid out of funds provided by parties to the transaction other than the Federal Government.		

3.4.6.1 If you answered "Yes" to condition 1

The Offerors' proposal shall provide a description of how the significant participant meets the requirements for a non-traditional defense contractor and how they will be participating to a significant extent, and the percentage and dollar amount of the significant participation.

The Offerors' proposal shall certify the following:

“[Significant Participant Company Name] is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section.”

3.4.6.2 If you answered “Yes” to condition 2

The Offerors’ proposal shall provide a description of how all significant participants are small business or how the significant participants meet the requirements for a non-traditional defense contractor.

The Offerors’ proposal shall certify the following for each significant participant:

“[Significant Participant Company Name] is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section.”

3.4.6.3 If you answered “Yes” to condition 3

The Offerors’ proposal shall state the amount that is being proposed and whether the cost sharing is a cash contribution or in-kind contribution as discussed below. If the offer contains multiple team members, this information shall be provided for each individual team member providing cost share.

Cost sharing includes any costs a reasonable person would incur to carry out (necessary to) Statements of Work not directly paid for by the Government. Cash contributions mean: Outlays of funds to perform the Technology Objective. Cash includes labor, materials, new equipment, and relevant subcontractor efforts. Sources include new Internal Research & Development (IR&D) funds, profit or fee from another contract, overhead or capital equipment expense pool. New IR&D funds offered to be spent on the Statement of Work and subject to the direction of the project’s management may be utilized as cost share. All cash sharing availability must be clearly and convincingly demonstrated by the member. The Offeror will be required to provide financial reporting with appropriate visibility into expenditures of Government funds vs. private funds. Parallel research that might be related to the project, but will not be part of the Statement of Work or subject to the direction of the project’s management will not be considered for cost sharing. All costs, fees, profits, G&A, bid and proposal costs, or intellectual property value incurred prior to the project award will not be accepted.

Unacceptable cost share sources include the following:

- a) Sunk costs or costs incurred before the start of the proposed project
- b) Foregone fees or profits

- c) Foregone G&A or cost of money applied to a base of IR&D
- d) Bid and proposal costs
- e) Value claimed for intellectual property or prior research
- f) Parallel research or investment, i.e., research or other investments that might be related to the proposed project but which will not be part of the Statement of Work. Typically these activities will be undertaken regardless of whether the proposed project is awarded.
- g) Off-Budget Resources, i.e., resources that will not be risked by the Offeror in performance of the proposed project, will not be considered when evaluating cost share.

3.4.6.4 Cost Share Requirements:

Cost share is not a mandatory requirement. However, if a proposal does not contain at least one nontraditional defense contractor participating to a significant extent, then it is anticipated the proposal will contain at least one third of the total Project cost as cost share. Beyond that, cost sharing is encouraged if possible as it leads to stronger Government-contractor technology leveraging.

3.4.7 Proposal Section 8, Bid Samples

The Offerors' Bid Samples will be utilized in evaluating Factor 1 – NGSW-R: Sub-Factor 1, Sub-Factor 2, and Sub-Factor 3; and Factor 2 – NGSW-AR: Sub-Factor 1, Sub-Factor 2, and Sub-Factor 3. Offerors are limited to one Bid Sample submission per proposal. Bid Samples includes a functional rifle with 600 rounds of ammunition and a functional automatic rifle with 600 rounds of ammunition. A functional weapon includes a magazine, drum, linked ammunition or other ammunition delivery system and is capable of firing the provided ammunition. The Government will not supply projectiles for Bid Sample ammunition. A cleaning kit shall be included. Offerors shall send its Bid Samples to the addresses identified below. The Bid Samples shall remain the Offeror's property; however, by submission of Bid Samples, the Offeror authorizes the Government full access to the Bid Samples at the test site and agrees to all Bid Samples evaluations as stated in Attachment 14 – Bid Samples Test Overview. The Government shall not be held liable for any damage that occurs during Bid Samples evaluation or any damage incurred while at the test site. The Offeror shall carry its own liability insurance within normal limits. Offerors shall comply with all Bureau of Alcohol, Tobacco, Firearms, and Explosives (BATFE) rules, regulations, and procedures.

Bid Samples Safety Assessment: The following information shall be submitted for Bid Samples safety assessment purposes only and will not be used in the Offeror's evaluation. The Offeror shall submit the following information 15 calendar days after the PON issue date.

1. Safety Assessment Report (SAR): The SAR shall be developed per MIL-STD-882E and in accordance with DI-SAFT-80102C.
2. Health Hazard Assessment (HHA): The HHA shall be in accordance with DI-SAFT-80106C in Contractor format.

3. Interim Hazard Classification (IHC) Request: The Offeror shall contact NAME TO BE PROVIDED, EMAIL TO BE PROVIDED, PHONE TO BE PROVIDED to obtain an IHC and delivery instructions for the ammunition prior to shipping. At minimum, the following information is required to process the IHC request:
 - a. Material Safety Data Sheet (MSDS)
 - b. Top level cartridge drawing including energetic weight
 - c. Ammunition Packaging Drawing
4. Information Paper: The information paper shall include an overall description of the Bid Samples asset to include ammunition, and basic operating/functionality instructions.

The Government will notify Offerors within 45 calendar days after the PON issue date if their Bid Samples will be Soldier fired or not. ATEC will assess the safety of the Bid Samples prior to the start of the evaluation. The Government has final adjudication on the safety assessment of the Bid Samples and ability to proceed forward with evaluations. The Bid Samples will not be evaluated unless the ATEC Safety Assessment is completed and the Bid Samples have been found safe to operate. Bid Samples safety assessment may involve inspection, analysis, demonstration, and possibly some safety verification testing. The Offeror shall be prepared to answer questions on the SAR, HHA, IHC, and Information Paper.

Bid Samples and training hardware/aids are due by the close of the PON and shall be delivered to the following:

US Army Aberdeen Testing Center (ATC)
Building 358,
NAME TO BE PROVIDED
EMAIL TO BE PROVIDED
PHONE TO BE PROVIDED
Aberdeen Proving Ground, MD 21005
DODAAC: W81C5M

Bid Sample Hardware Ammunition are due by the close of the PON and shall be delivered to the following:

US Army Aberdeen Proving Ground Garrison
Ammunition Supply
Bldg. 714
NAME TO BE PROVIDED
EMAIL TO BE PROVIDED
PHONE TO BE PROVIDED
Aberdeen Proving Ground, MD 21005
DODAAC: W81C5M

Delivery: The Offeror shall pay for delivery to and from the evaluation site. The Offeror shall coordinate return delivery within 15 calendar days upon Government notification.

Offeror's shall provide Bid Samples operating instructions and training. The Bid Samples operating instructions and training shall not exceed four hours. Upon the Offeror's Bid Samples Safety Assessment information submission, the Government will assign at random the date of the Offeror's Bid Samples operating instructions and training within 30 calendar days after PON issue date. The Offeror's Bid Samples operating instructions and training may start as early as the next business day after close of PON. If Offerors cannot accommodate the assigned date, while not guaranteed, the Government will make an attempt to reschedule.

The Offeror shall provide all training hardware/aids and documentation required to perform Bid Samples operating instructions and training. Live firing and/or live ammunition are not allowed. The classroom setting will be indoors with an approximate class size of 15 students.

The Offeror is responsible for obtaining all clearances to gain access to provide onsite Bid Samples operating instructions and training. The Government will not be responsible for Offeror's employee injury sustained during Bid Samples instruction.

No Government Furnished Material (GFM) or Government Furnished Equipment (GFE) will be provided for integration into the Bid Samples.

Bid Samples test data results of the Offeror's Bid Samples will be provided to the Offeror by the Government at the conclusion of the Selection Evaluation (reference Attachment 14 – Bid Sample Test Overview).

3.4.8 Proposal Section 9, Oral Presentations

(Not to be included in the written section, three hour maximum)

The proposal's oral section shall not exceed three hours. Upon the Offeror's Bid Sample Safety Assessment information submission, the Government will assign at random the date of the Offeror's oral presentation within 30 calendar days after PON issue date. Oral presentations may start as soon as 14 calendar days after close of PON. If Offerors cannot accommodate the assigned date, while not guaranteed, the Government will make an attempt to reschedule.

Oral Presentations and anything discussed in the Oral Presentations will not be used in the evaluation of an Offeror's proposal. Only the originally submitted written proposal or final written proposal will be evaluated for award. Oral presentations will be coordinated by ACC-NJ. The oral presentation should be consistent with and compliment the Bid Samples and written proposal sections. The oral presentation is the Offeror's opportunity to further explain and the Government's opportunity to better understand their NGSW-R, NGSW-AR, SLAs, and price. The Offeror should include the appropriate key participants and subject matter experts in the oral

presentation to aid in the discussion. The Offeror may demonstrate prototype weapons or concepts, provide a slide presentation, and/or utilize the three hours at their discretion. All breaks, caucuses (Government and Offeror), and/or other activities shall be included in the three hours. The Offeror is not required to use the entire three hours; however, the presentation will cease after three hours. Physical copies of the material presented in the oral presentations, (i.e. slides, handouts, video, etc.) are not required nor will they be accepted by the Government. Access to Government computers, network, and internet are not allowed; however, a projector, screen, and conference telephone will be available for use. Physical hardware presented and transported, shall adhere to all federal, state, and local laws. Live firing and/or live ammunition are not allowed. Any questions related to material/hardware to be presented shall be submitted to the Agreement Specialist.

Offerors will be provided a list of Government questions and comments prior to their Oral Presentation.

Within 14 calendar days after the oral presentation, the Offeror will have an opportunity to submit a revised written proposal that replaces the original written proposal and complies with the same requirements outlined above in Section 3.4 Proposal Content. If a revised written proposal is submitted, then any previous versions will be discarded and only the revised written proposal will be evaluated. If a revised written proposal is not submitted, then the Government will continue evaluating the Offeror's originally submitted written proposal. Separate updates to existing written proposal sections are not allowed.

SECTION 4 – BASIS OF EVALUATION

Offeror Proposal(s) will be evaluated in a careful, full and impartial manner pursuant to the stated criteria of this PON. Awards will be made to the Offeror(s) that are of the best value to the Government based on an integrated assessment of the evaluation results. Subsequent to the review of a final Proposal(s) submission, the Government may elect to invite an Offeror prior to award of OTA to provide additional clarifying information. The Government reserves the right to conduct a Pre-Award Survey (Safety and Security) or similar, in order to determine Contractor responsibility.

The below Evaluation Criteria will be used in the selection of up to three OTA awards. The basis for award of OTA(s) resulting from this PON will be the result of the evaluation of the Factors specified below.

4.1 Evaluation Factors

Factor 1 – NGSW-R (counts toward combined 100 page limit)

- Sub-Factor 1 – User Acceptance Risk
- Sub-Factor 2 – Proposed Threshold Requirements (Tier 1, Tier 2, & Tier 3)
- Sub-Factor 3 – Design Maturity
- Sub-Factor 4 – Integrated Master Schedule

Factor 2 – NGSW-AR (counts toward combined 100 page limit)

- Sub-Factor 1 – User Acceptance Risk

- Sub-Factor 2 – Proposed Threshold Requirements (Tier 1, Tier 2, & Tier 3)
- Sub-Factor 3 – Design Maturity
- Sub-Factor 4 – Integrated Master Schedule

Factor 3 – Special License Agreements (no page limit)

Factor 4 – Price (no page limit)

4.2 Order of Importance

Factor 1 – NGSW-R is slightly more important than Factor 2 – NGSW-AR which is more important than Factor 3 – Special License Agreements, which is more important than Factor 4 – Price. Factor 1 – NGSW-R Sub-Factors are of equal importance. Factor 2 – NGSW-AR 1 Sub-Factors are of equal importance.

The combination of all factors, other than Price, are more important than Price. However, price may become a more significant factor when ratings of acceptable proposals are closely grouped. Offerors will be cautioned, however, that the award may not necessarily be made to the lowest priced Offeror or the Offeror with the highest rating.

4.3 Rating Definitions

The evaluators will use the following terms in support of the ratings for Factor 1 – NGSW-R (including Sub-Factors) and Factor 2 – NGSW-AR (including Sub-Factors).

Rating	Definition
Blue Good	The Offeror's proposal has merit in meeting the Government requirements in a way that will be appreciably advantageous to the Government. The risk of unsuccessful Agreement performance is very low.
Green Acceptable	The Offeror's proposal has merit in meeting the Government requirements. The risk of unsuccessful Agreement performance is low.
Yellow Marginal	A flaw in the proposal that increases the risk of unsuccessful Agreement performance. The risk of unsuccessful Agreement performance is medium.
Orange Poor	A material failure in the proposal that significantly increases the risk of unsuccessful Agreement performance. The risk of unsuccessful Agreement performance is high.

The evaluators will use the following terms in support of the rating for Factor 3 – Special License Agreements.

Rating	Definition
Blue Good	Offeror's proposed terms and conditions for granting rights to the Data ⁶ for both the NGSW-Weapons and NGSW-Ammunition are highly favorable to the Government. Both of the proposed SLAs clearly outline all the terms, conditions, and associated costs.
Green Acceptable	Offeror's proposed terms and conditions for granting rights to the Data for both the NGSW-Weapons and NGSW-Ammunition are favorable to the Government. Both of the proposed SLAs clearly outline all the terms, conditions, and associated costs.
Yellow Marginal	Offeror's proposed terms and conditions for granting rights to the Data for one or both the NGSW-Weapons and NGSW-Ammunition are less than favorable to the Government. Both of the proposed SLAs outline all the terms, conditions, and associated costs.
Orange Poor	Offeror's proposed terms and conditions for granting rights to the Data for one or both of the NGSW-Weapons and NGSW-Ammunition are unfavorable to the Government. One or both of the proposed SLAs do not adequately outline all the terms, conditions, and associated costs or the Offeror did not provide one or both of the SLAs.

Factor 4 – Price does not receive a rating.

4.4 Factor 1 – NGSW-R & Factor 2 – NGSW-AR

The Sub-Factors under Factor 1 – NGSW-R will be rated separately using the rating definitions. The compilation of these Sub-Factor ratings will form the basis of Factor 1 – NGSW-R rating.

The Sub-Factors under Factor 2 – NGSW-AR will be rated separately using the rating definitions. The compilation of these Sub-Factor ratings will form the basis of Factor 2 – NGSW-AR rating.

Sub-Factor 1 – User Acceptance Risk

The Government will assess the risk of User Acceptance Risk of the Offeror's Weapon and Ammunition, utilizing Bid Samples user evaluations and relevant substantiating data provided.

User Acceptance Risk will be evaluated using data collected via questionnaires (see Attachment 14 – Bid Sample Test Overview – Appendix B). User evaluation of Bid Samples representative of the proposed designs are the most reliable method of evaluating User Acceptance Risk. Offerors should highlight the differences in Bid Samples and the proposed designs if any and how the differences will impact the user acceptance risk. The impacts should be supported with trade studies, analysis, or other supporting data. Bid Samples that more closely match the proposed designs are more reliable. Bid Samples that vastly differs from the proposed designs undermines the credibility and may discount the validity of the assessment.

⁶ Data as defined under the Government's preferred SLAs, Attachments 15 and 16.

Sub-Factor 2 – Proposed Threshold Requirements

The Government will assess the risk of achieving the Proposed Threshold Requirements of the Offeror's Weapon and Ammunition, utilizing Bid Samples, user evaluations and relevant substantiating data provided.

The Government will assess the risk that the Offeror's weapon and ammunition will achieve the proposed performance levels for the requirements identified in the Capability Matrix for Tier 1, Tier 2, and Tier 3. The individual Tiers will not receive a rating, but collectively form the basis of the Sub-Factor rating. The Government desires capabilities in Tier 1 over capabilities in Tier 2. The Government desires capabilities in Tier 2 over capabilities in Tier 3.

Desired capabilities that are presented as a range, reflect a lower and higher capability in that order. Offerors can propose within and outside the range. Within the range, more favorable consideration will be assessed for greater capability. Outside the range, significantly less favorable consideration will be provided for proposed requirements below the lower range, and some additional favorable consideration will be assessed for proposed requirements above the higher range, but only to the extent that it provides additional military utility.

Offeror's substantiating data for achieving their proposed requirements, which are consistent with the Bid Samples test results, is the most credible source of data. Other credible sources to substantiate achieving the proposed requirements include, third party test data, Offeror's test data, trade studies, analysis, or other supporting data. The Bid Samples test results of Bid Samples that more closely reflect the proposed design will be considered more credible than the Bid Samples test results of Bid Samples that differ significantly from the proposed design.

Sub-Factor 3: Design Maturity

The Government will assess the risk that the Offerors proposed design will successfully meet the schedule requirements based on the credibility of the Offerors self-evaluated design maturity data and Bid Samples.

Design maturity levels supported by credible substantiating data is of higher value to the Government. Proposed design data provided that is consistent with Bid Samples design and test results, represents the most credible substantiating data. Other design maturity data such as third party test data and/or other methods will be considered. Bid Samples that more closely match the proposed design are more credible. Bid Samples that vastly differs from the proposed designs undermines the credibility and may discount the validity of the maturity level.

Sub-Factor 4: Integrated Master Plan (IMP)/Integrated Master Schedule (IMS)

The Government will assess the risk that the Offeror's IMP/IMS will successfully meet the program requirements and delivery dates (reference Attachment 2 – Delivery Schedule) based on the extent and credibility of the Offerors substantiating data. The evaluation will include the completeness of the IMP and IMS events and associated descriptions, the IMS logic and structure, and the Offeror's provided risk assessment of the IMS and associated assumptions and justifications.

4.5 Factor 3 – Special License Agreements

The SLAs will be evaluated based on the reasonableness of the cost/affordability, minimum quantity to be procured, period of time, and/or other conditions required for Government Purpose Rights and Unlimited Rights.

The NGSW-Ammunition SLA is required to provide time to design, procure and install higher rate manufacturing equipment which will require several years before Lake City Army Ammunition Plant (LCAAP) can achieve its desired manufacturing capability. The Ammunition SLA rights are critical for both National Security purposes and to ensure that the organic manufacturing capability remains available with the potential for a surge capacity.

A highly favorable SLA rating may allow Unlimited Rights or Government Purpose Rights upon ordering a quantity of 10,000,000 rounds of ammunition and ordering a quantity of 15,000 weapons (NGSW-R and/or NGSW-AR) without additional conditions.

4.6 Factor 4 – Price

The Government will conduct price analysis of the overall prices submitted to determine price reasonableness for OTA award(s). Price reasonableness will be based on competitive offers received in response to this PON and against the Government estimate. A price evaluation will be conducted by summing all line item numbers in Attachment 17 – NGSW Pricing to arrive at a total evaluated price. Pricing significantly outside the designated fiscal year available fund amounts may limit the awards made or make an Offerors' proposal unaffordable. All pricing shall be fixed amounts.

SECTION 5 – FOLLOW-ON PRODUCTION AWARD

A transaction entered into under 10 U.S.C. § 2371b for a prototype project may provide for the award of a follow-on production contract or transaction to the participants in the transaction. A follow-on production contract or transaction provided for in a transaction under a prototype project may be awarded to the participants in the transaction without the use of competitive procedures if competitive procedures were used for the selection of parties for participation in the transaction; and the participants in the transaction successfully completed the prototype project provided for in the transaction.

During Prototype Test 2, the Government may request new proposals due within 60 days for a potential follow-on production award(s). The proposal(s) shall be valid for a period of 18 months. The Government intends to make a best value decision for the Follow-On Production award(s). The Follow-On Production areas of evaluation are anticipated to include Soldier Touch Points, Demonstrated Capabilities (based on prototype testing), Initial & Full Production Capability, Fully Executable Special License Agreements (opportunity will be provided to improve existing SLA terms and conditions), and Price. In general, Contractors will be notified approximately 3 months after the Follow-on Production Proposal submission whether their solution is of interest to the Government. Fully executable SLAs must be fully executed by both parties prior to any follow-on production award.

The follow-on production award(s) is anticipated to be a Federal Acquisition Regulation (FAR) based contract award(s), to one or two offerors without further competition but the Government reserves the right to award a follow-on production OTA to one or two offerors without further competition. The Government intends to make one production award for the NGSW-R, NGSW-AR, and Ammunition. However, the Government reserves the right to: 1) make one award for NGSW-R with Ammunition; or 2) make one award for NGSW-AR with Ammunition; or 3) make one award for NGSW-R with Ammunition to one Offeror and one award for NGSW-AR with Ammunition to a different Offeror. The follow-on production award(s) is planned to be an Indefinite Delivery / Indefinite Quantity contract with Firm Fixed Price Delivery Orders up to ten years or a fixed amount OTA up to ten years. The production award(s) may include 250,000 total weapons system(s) (NGSW-R, NGSW-AR, or both), 150,000,000 rounds of ammunition, spare parts, tools/gauges/accessories, and engineering support. Initial production quantities of 200 or more total weapons (NGSW-R, NGSW-AR, or both) per month and 500,000 or more rounds of ammunition per month are expected to be delivered within 6 months of award with plans for ramp-up to 2,000 or more total weapons (NGSW-R, NGSW-AR, or both) per month within three years and 5,000,000 or more rounds of ammunition per month within three years. Contractors may be required to LAP classified (SECRET) ammunition as early as 30 days after follow-on production award. The ability to obtain an award may depend upon the ability of the Contractor to obtain necessary clearances and approvals to obtain and store classified information and hardware. Spare parts production is in addition to these production quantities. The value of this follow-on production award(s) is estimated to be \$10M in the first year and estimated \$150M per year at the higher production rates.

In the event the Contractor(s) cannot fulfill the follow-on contractual or agreement requirements, the Government reserves the right to terminate the existing contract(s) or agreement(s) if the first required deliverable date is not met. The Government reserves the right to select the next highest rated Contractor for a follow-on production award(s). This selection period expires 12 months after the follow-on production award(s). Contracts or agreements not selected within 12 months after the follow-on production award(s) will expire and proceed to closeout.

SECTION 6 – OTHER INFORMATION

ACC-NJ policy is to treat all submissions as source selection information, and to disclose their contents only for the purpose of evaluation. Restrictive notices notwithstanding, during the evaluation process, submissions may be handled by support contractors for administrative purposes and/or to assist with technical evaluation. All ACC-NJ and DoD support contractors performing this role are expressly prohibited from performing DoD-sponsored technical research and are bound by appropriate nondisclosure agreements.

Prototype weapons delivered under the awarded OTAs will be owned by the Government.

SECTION 7 – CONTACT INFORMATION

U.S. Army Contracting Command - New Jersey
Soldier Weapons

Building 9 Phipps Road
Picatinny Arsenal, NJ 07806-5000

Agreements Specialist – NAME TO BE PROVIDED, EMAIL TO BE PROVIDED

Agreements Officer – Travis James, Email: travis.t.james2.civ@mail.mil

Be advised, only an Agreements Officer has the authority to enter into a binding agreement on behalf of the Government. He or she will sign the agreement, and only an Agreements Officer has the authority to change the terms of the agreement.

SECTION 8 – ATTACHMENTS

Attachment	Title	Document
Attachment 1	Available Maintenance Tools	 Attachment 1 - Available Maintenar
Attachment 2	Delivery Schedule	 Attachment 2 - Delivery Schedule.xls
Attachment 3	Ammunition Data - General Purpose, XM1186, Drawing XX - Surrogate, Drawing 13072652 - Design Consideration Data	See Distribution F Data Request
Attachment 4	Government Furnished Property	 Attachment 4 - Government Furnish
Attachment 5	STP Mobility	 Attachment 5 - STP Mobility.pdf
Attachment 6	STP User Acceptance	 Attachment 6 - STP User Acceptance.pdf
Attachment 7	STP Controllability	In Development
Attachment 8	STP Operational Evaluation	In Development
Attachment 9	Prototype Test Outline	 Attachment 9 - Prototype Test Outli
Attachment 10	NATO Catalogue of Qualified Explosives	See Distribution F Data Request
Attachment 11	Model Other Transaction Agreement	In Development

Attachment	Title	Document
Attachment 12	Ammunition Packaging and Marking Drawings - Box, Ammunition, M2A2 Assembly, Drawing 13032542 - Box, Wirebound, Boxes, Ammunition, M2A1 Drawing 7553347 - Palletization, Drawing 19-48-4116	 Attachment 12 - Ammunition Packag
Attachment 13	Capability Matrix	See Distribution F Data Request
Attachment 14	Bid Samples Test Overview	 Attachment 14 - Bid Sample Test Overvie
Attachment 15	NGSW-Ammunition Sample SLA	 Attachment 15 - NGSW-Ammunition
Attachment 16	NGSW-Weapons Sample SLA	 Attachment 16 - NGSW-Weapons Sai
Attachment 17	NGSW Pricing	 Attachment 17 - NGSW Pricing.xlsx
Distribution F Data Request: Submit completed forms to Agreements Officer, Travis James, Email: travis.t.james2.civ@mail.mil	DD Form 2345	 DD Form 2345.pdf
	AMSTA-AR Form 1350	 AMSTA-AR Form 1350.docx
	Non-Disclosure/Non-Use Agreement	 Non-Disclosure Non-Use Agreement