SOLICITATION, OFFER AND AWARD

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<th>4. Date Issued</th>
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**NOTE:** In sealed bid solicitations ‘offer’ and ‘offeror’ mean ‘bid’ and ‘bidder’.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in ..., until 3:00pm (local time) _____, 2015JAN23 (Date).

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

10. For Information

<table>
<thead>
<tr>
<th>A. Name</th>
<th>B. Telephone (No Collect Calls)</th>
<th>C. E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT PHELAN</td>
<td>973-724-4894</td>
<td><a href="mailto:ROBERT.C.PHELAN4.CIV@MAIL.MIL">ROBERT.C.PHELAN4.CIV@MAIL.MIL</a></td>
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11. Table Of Contents

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<td>M</td>
<td>Evaluation Factors for Award</td>
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</table>

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment

<table>
<thead>
<tr>
<th>(See Section I, Clause No. 52.232-8)</th>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>Calendar Days (%)</th>
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

15A. Name and Address of Offeror

<table>
<thead>
<tr>
<th>Code</th>
<th>Facility</th>
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</table>

15B. Telephone Number

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Ext.</th>
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</thead>
</table>

15C. Check if Remittance Address is Different From Above – Enter such Address In Schedule

16. Name and Title of Person Authorized to Sign Offer

| Type or Print |

17. Signature

18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered

20. Amount

21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:

- 10 U.S.C. 2304(c)(1) [ ]
- 41 U.S.C. 253(c)( )

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

24. Administered By (If other than Item 7)

| Code |

25. Payment Will Be Made By

26. Name of Contracting Officer (Type or Print)

27. United States Of America

28. Award Date

(Signature of Contracting Officer)

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

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

Standard Form 33 (Rev. 9-97)
Prescribed By GSA-FAR (48 CFR) 53.214(c)
EXECUTIVE SUMMARY

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

1. Introduction

The U.S. Army Contracting Command - New Jersey, in support of PM Individual Weapons, has a requirement to procure the M4 and M4A1 Carbine for the Army and Other Services. Objective: The contractor shall fabricate, manufacture, produce, and deliver M4/M4A1 Carbines using the United States Government (USG) Technical Data Package (TDP) in accordance with the effort described in the Statement of Work (SOW), Section C of the solicitation. The components will be produced from a TDP under a build-to-print strategy and must meet the performance criteria required within the TDP.

2. Acquisition Strategy

The Acquisition Strategy is to use full and open competition for this procurement of the M4 and M4A1 Carbine. The United States Government (USG) has acquired the rights to use the TDP for competitive procurements under a negotiated Special License Agreement (SLA). The acquisition will result in no more than two (2) Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract with Firm Fixed Price (FFP) delivery orders which includes five (5) ordering periods. Best Value Trade-off procedures in accordance with FAR 15.101-1 will be utilized. The USG plans to evaluate Technical, Past Performance, Small Business Participation, and Price. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation.

3. Technical Data Package (TDP)

The Technical Data Package (TDP) is marked Distribution F, for this solicitation and any resulting contract includes documents that are proprietary to Colt Defense LLC (CAGE 13629). Disclosure and use of the TDP are restricted by the Non-Disclosure and Non-Use Agreement that the offeror is required to execute prior to accessing the proprietary TDP.

The license agreement between Colt Defense and the United States Government requires the items procured under this contract to be manufactured exclusively within the United States or its Territories. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States or its Territories and also agrees that any failure to have the items so manufactured will be a material breach of the contract.

The offeror shall not reproduce, duplicate or copy the TDP, or any portion thereof, except to the extent necessary for, and then only in connection with (i) the preparation and/or submission of proposals related to this procurement being affected by the United States Government, or (ii) the manufacture within the United States or Territories or under a contract with the United States Government.

This solicitation contains technical 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. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all subcontractors at every level. To be eligible to gain access to export controlled TDP whether it is via CD or online, you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to http://www.dlis.dla.mil/jcp/, click on documents, and follow instructions provided. Processing time is estimated at three days after receipt. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation’s Section J Attachment 0001.

Once the above mentioned forms are completed and verified, the Offeror shall mail or e-mail the below point of contact in order to obtain a copy of the TDP and be provided access to the USG Safe Access File Exchange (SAFE) website; https://safe.amrdec.army.mil/SAFE/.

Army Contracting Command - New Jersey (ACC-NJ)
ACC-NJ-SW
ATTN: Robert Phelan
THE CERTIFICATE OF DESTRUCTION (ATTACHMENT 0006 Section J) MUST BE SENT TO THE POINT OF CONTACT FOR THIS SOLICITATION NO LATER THAN 10 DAYS AFTER RECEIPT OF AN UNSUCCESSFUL OFFEROR LETTER OR NO LATER THAN 10 DAYS AFTER THE SOLICITATION CLOSES AND THE VENDOR DECIDES NOT TO SUBMIT A PROPOSAL.

Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this Technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

In accordance with FAR 19.502-4(c), at the discretion of the contracting officer, the contracting officer may set aside an order(s) under multiple-award contracts for any of the small business concerns identified in FAR 19.000(a)(3) which have received an award under the base contract. When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

4. Proposal Submission

All proposals are to be submitted in accordance with the instructions in the Solicitation. No proposals submitted via email or the Army Single Face to Industry (ASFI) website will be accepted.

Award will be made to the offeror whose proposal offers the best value to the Government, which may result in award to other than the low offeror and/or other than the highest rated proposal. The Government assumes no liability whatsoever regarding the likelihood that orders will be placed for any particular quantities over the guaranteed minimum quantity under the proposed IDIQ Contract(s).

Delivery Order 0001, shall be awarded at the time of award of the base contract award and this order shall satisfy the Government's minimum ordering obligation.

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

5. SPECIAL NOTICE - Acquisition Source Selection Interactive Support Tool (ASSIST):

During the conduct of this acquisition, the Acquisition Source Selection Interactive Support Tool (ASSIST) will be used by the Government to support the proposal evaluation and source selection process. A separate tool, the ASSIST2Industry, will be used in conjunction with ASSIST to accomplish all exchanges with Offerors after receipt of proposals pursuant to Federal Acquisition Regulation (FAR) 15.306. ASSIST2Industry provides the ability for the Government to issue, and the Offerors to receive and respond to, all Evaluation Notices (ENs) in a secure online environment.

In order to initiate the use of ASSIST2Industry, the Government requires the names, company titles, telephone numbers, and email addresses of two (2) individuals that the Offeror has designated as responsible for receiving and responding to Government ENs through ASSIST2Industry. The designation of two (2) individuals is for the purpose of insuring availability of one individual if the other individual is not available. The required information regarding these two (2) individuals must be submitted with the Offerors proposal and included in the cover letter.

After the solicitations closing date, the Government will establish an account in ASSIST2Industry for each individual identified by the Offeror that has submitted a proposal in response to this solicitation. The two individuals named by the Offeror will be authorized access to that account. Two (2) separate system generated emails will be sent to each individual. One of the emails will contain the individuals ASSIST2Industry username. The other email will contain the individuals temporary password. Using the provided username and temporary password, each individual can then go to https://ASSIST2Industry.army.mil to access the account. NOTE: The first time a user logs in, the user will be required to change the temporary password before the user can proceed to use the site.

Whenever the Government issues ENs to the Offeror through ASSIST2Industry, the Governments Contracting Officer will notify the Offeror through a medium independent of ASSIST2Industry (e.g., e-mail) that the Offeror has ENs in ASSIST2Industry waiting for a response.

There will be no ENs in ASSIST2Industry until such notice is issued by the Contracting Officer. Offerors can contact the ASSIST2Industry helpdesk at (609)562-7050 or (609)562-7031 for any technical assistance that may be needed.

THE OFFERORS ARE CAUTIONED THAT THE SYSTEM GENERATED EMAILS REFERRED TO ABOVE ARE INTENDED FOR ADMINISTRATIVE PURPOSES ONLY. RECEIPT OF THESE EMAILS DOES NOT CONSTITUTE THE COMMENCEMENT OF ANY TYPE OF EXCHANGE WITH THE OFFEROR IN ACCORDANCE WITH FAR 15.306(A), (B), OR (D) (I.E., CLARIFICATIONS, COMMUNICATIONS, OR DISCUSSIONS). ALSO, RECEIPT OF THESE EMAILS DOES NOT SIGNIFY THAT A COMPETITIVE RANGE
DETERMINATION IN ACCORDANCE WITH FAR 15.306(C) HAS BEEN MADE OR THAT THE OFFEROR'S PROPOSAL WILL BE INCLUDED IN THE COMPETITIVE RANGE WHEN THAT DETERMINATION IS MADE. ALL NOTIFICATIONS THAT ANY TYPE OF EXCHANGE WITH THE OFFEROR HAS COMMENCED AND THE OFFEROR HAS EVALUATION NOTICES (ENS) AVAILABLE TO RESPOND TO, OR ANY NOTIFICATION THAT THE OFFEROR'S PROPOSAL HAS BEEN INCLUDED IN OR EXCLUDED FROM THE COMPETITIVE RANGE, WILL BE SENT TO THE OFFEROR BY THE CONTRACTING OFFICER INDEPENDENTLY OF THE ASSIST2INDUSTRY.

6. Questions: All questions concerning this RFP procurement, either technical or contractual must be submitted in writing to the Contracting Officer. No direct discussion between the technical representative and a prospective Offeror will be conducted. Questions shall be sent to the following point of contact via email, and proposals shall be submitted to the following point of contact: Robert Phelan, robert.c.phelan4.civ@mail.mil

7. The Government intends to issue Delivery Order 0001 for at least the contract minimum guarantee amount, to all awardees, at the time of award of the basic contract. Additionally, the Government reserves the rights to award quantities in Delivery Order 0001 that are above and beyond the contract minimum guarantee.

The Government further reserves the right to split each delivery order. The percentage split of the additional quantities for Delivery Order 0001 will be determined based on the results of the initial competition for a Base contract evaluation and the unit prices proposed and incorporated under the base contract award(s).

This acquisition will be restricted to the use of the licensed technology within the U.S. and its territories, island possessions and because the Government has limited rights to the M4/M4A1 TDP. The licensing agreement between Colt Defense, LLC and the Government limits or restricts using the TDP to the U.S. and its territories, island possessions and protectorates. In accordance with FAR 9.104-2(a) a special standard of responsibility clause will be included in the solicitation to ensure compliance with the restrictions of the use of the M4/M4A1 TDP.

*** END OF NARRATIVE A0001 ***

**Regulatory Cite** | **Title** | **Date**
--- | --- | ---
A-1 | 52.215-4006 GENERAL INFORMATION TO OFFERORS OR QUOTERS (AS6042) | MAR/2012

1. Responses must set forth full, accurate and complete information as required by this solicitation (including attachments). Fill-ins are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

2. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

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

4. Procurement Information

The applicable SIC/NAICS codes are: 332994.

5. Issuing Office:

U.S. Army Contracting Command - New Jersey
ATTN: Robert C. Phelan
Office Symbol: ACC-NJ-SW
Picatinny Arsenal, NJ, 07808-5000
Email: robert.c.phelan4.civ@mail.mil

6. Points of Contact for Information:

Name: Robert Phelan
Title: Contract Specialist
Email: robert.c.phelan4.civ@mail.mil
Phone: 973-724-4824
1. Offeror will specify in his proposal the place(s) of performance of the work.

2. Where the place(s) of performance includes, in whole or part, a Government location, installation, facility, office space, etc. the offeror will:
   a. Specify which work will be performed at a Government location and which will be performed at a contractor location.
   b. Identify any Government locations, buildings, room numbers, areas etc. where that part of the work will be performed.
   c. If a government location is provided under another contract, specify the contract number, PCO, COR or other Government point of contact, etc.
   d. If any offeror personnel currently have access to a Government electronic mail account or have in their possession a Government identification badge, specify all such persons, badge numbers, e-mail accounts, etc.
   e. Specify any Government furnished equipment needed to perform the work under this solicitation such as office space, other space, utilities, physical access, e-mail accounts, and the like on which the proposal is based.
   f. Separate in the proposal any differing overhead, G&A and other applicable cost or pricing information applicable to the work to be performed at a government location vs. contractor location.
   g. If applicable, furnish a copy of any prior or current agreement for the use of such Government location(s).
1. When the contract contains sensitive conventional Arms, Ammunition and Explosives (AA&E) the contractor will be required to provide proper storage and accountability. These standards are set forth in Department of Defense (DOD) 5100.76-M, dated August, 2000, entitled "Physical Security of Sensitive Conventional Arms, Ammunition and Explosives".

2. Prior to any contract being awarded, the contractor facility must first have a pre award Physical Security Inspection of their facility conducted by the Defense Security Service (DSS). See DOD 5100.76-M, Appendix 2, Attachment 1, for a listing of DSS regions. Contractor facilities, including any subcontractors, that do not meet all of the security requirements of DOD 5100.76-M will not be awarded a contract until such time as they correct all deficiencies noted in the DSS inspection.

3. When the contract requires transportation of Sensitive Conventional AA&E, the standards set forth in Defense Transportation Regulation 4500.9-R., Defense Traffic Management, shall be followed.

4. The following website is provided to obtain the publications identified above:

   http://www.dla.mil/J-6/DLSMO/elibrary/Manuals/regulations/asp

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

Trucks shall deliver Monday through Thursday, excluding holidays, between the hours of 7:30 A.M. and 2:00 P.M. Enter through the truck entrance and report to the Scale House for further assistance.

Schedule shipments with ARDEC receiving personnel before delivery at telephone number (973) 724-4243, 3384 or 2503. Failure to schedule delivery could result in delay of off-loading. If you cannot deliver by the contract/purchase order delivery date, you will notify the Contract Specialist cited on DD Form 1155, SF33 or SF18 for disposition instructions.
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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NSN: 1005-01-231-0973  
COMMODITY NAME: M4 CARBINE FAT  
Mfr CAGE: 0000  
Mfr Part Number: 9390000

First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Offeror(s) shall propose one (1) price for the Lot. Lot consisting of Twelve (12) each M4 Carbines, in full accordance with the TDP.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:  
SPECIAL INSTRUCTIONS  
LOCATION OF PACKAGING/PACKING/SPECS:  
ADDENDA: J  
LEVEL PRESERVATION: Military  
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin  
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:  
(W562RP)  
SR WOLX ARMY GENERAL SUPPLY  
CENTRAL RECEIVING POINT  
7 FRANKFORD AVE BLDG 360  
ANNISTON, AL, 36201-4199
NSN: 1005-01-231-0973

COMMODITY NAME: M4 CARBINE PRODUCTION I

CLIN CONTRACT TYPE:
- Firm Fixed Price

Mfr CAGE: 0000
Mfr Part Number: 9390000

Range Quantities

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Ordering Period 1 shall be from contract award to 12 months after contract award.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:
- SPECIAL INSTRUCTIONS
- LOCATION OF PACKAGING/PACKING/SPECS:
- ADDENDA: J
- LEVEL PRESERVATION: Military
- LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin
ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:
(W562RF) SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
M4A1 FIRST ARTICLE TEST ORDERING PERIOD I

NSN: 1005-01-382-0953
COMMODITY NAME: M4A1 CARBINE FAT
Mfr CAGE: 0000
Mfr Part Number: 12972700

First Article hardware shall be fabricated, inspected IAW C.3.4.4.
Offeror(s) shall propose one (1) price for the Lot.
Lot consisting of Twelve (12) each M4A1 Caribnes, in full accordance with the TDP.
Ordering Period I shall be from contract award to 12 months after contract award.
A transportation account code will be provided upon issuance of delivery order.

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPEC:
ADDEMA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W562RF)   SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
NSN: 1005-01-382-0953
COMMODITY NAME: M4A1
CLIN CONTRACT TYPE:
   Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 12972700

Range Quantities
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Ordering Period 1 shall be from contract award to 12 months after contract award.

A transportation account code will be provided at issuance of delivery order(s).

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
   SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:
(W562RP) SR W0LX ARMY GENERAL SUPPLY CENTRAL RECEIVING POINT
   7 FRANKFORD AVE BLDG 360
   ANNISTON, AL, 36201-4199
0005

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A001

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COMMODITY NAME: CDRLS A001 THRU A025

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

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FOB POINT: Origin

SHIP TO:
(Y00003)  SEE NARRATIVE ON DD 1423

0006

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NSN: 1005-01-231-0973

COMMODITY NAME: M4 FAT ORDERING PERIOD II

Mfr CAGE: 0000

Mfr Part Number: 9390000

First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 2 shall commence after the completion of Ordering period 1 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin    ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W562RP)   SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199

0007          M4 CARBINE PRODUCTION ORDERING PERIOD II

NSN: 1005-01-231-0973
COMMODITY NAME: M4 PRODUCTION ORDERING II
CLIN CONTRACT TYPE:
    Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 9390000

Range Quantities

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Ordering Period 2 shall commence after the completion of Ordering period 1 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
**Name of Offeror or Contractor:**

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**Inspection and Acceptance**

- **INSPECTION:** Origin
- **ACCEPTANCE:** Origin

**FOB POINT:** Origin

**SHIP TO:**
(W562RP) SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 2 shall commence after the completion of Ordering period 1 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative 0001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
   SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W56ZRF) SR WOLX ARMY GENERAL SUPPLY
         CENTRAL RECEIVING POINT
         7 FRANKFORD AVE BLDG 360
         ANNISTON, AL 36201-4199
M4A1 CARBINE PRODUCTION ORDERING PERIOD II

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NSN: 1005-01-231-0953

COMMODITY NAME: M4A1 CARBINE PRODUCTION II

CLIN CONTRACT TYPE: Firm Fixed Price

Mfr CAGE: 0000

Mfr Part Number: 12972700

Range Quantities

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Ordering Period 2 shall commence after the completion of Ordering period 1 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

-Packaging and Marking-

PACKAGING/PACKING/SPECIFICATIONS:

- SPECIAL INSTRUCTIONS

LOCATION OF PACKAGING/PACKING/SPECS:

ADDITIONAL J

LEVEL PRESERVATION: Military

LEVEL PACKING: B

- Inspection and Acceptance-

INSPECTION: Origin      ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:

(W562RP) SR W0LX ARMY GENERAL SUPPLY

CENTRAL RECEIVING POINT

7 FRANKFORD AVE BLDG 360

ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 3 shall commence after the completion of Ordering period 2 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin ACCEPANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W562RP) SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL 36201-4199
NSN: 1005-01-231-0973
COMMODITY NAME: M4 CARBINE PRODUCTION III
CLIN CONTRACT TYPE:
    Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 9390000

Range Quantities

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Ordering Period 3 shall commence after the completion of Ordering Period 2 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:

SPECIAL INSTRUCTIONS

LOCATION OF PACKAGING/PACKING/SPECS:

ADDENDA: J

LEVEL PRESERVATION: Military

LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:

(W562RP) SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 3 shall commence after the completion of Ordering Period 2 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:

SPECIAL INSTRUCTIONS

LOCATION OF PACKAGING/PACKING/SPECs:

ADDENDA: J

LEVEL PRESERVATION: Military

LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:

(W562RP) SR W0LX ARMY GENERAL SUPPLY

CENTRAL RECEIVING POINT

7 FRANKFORD AVE BLDG 360

ANNISTON, AL, 36201-4199
**M4A1 PRODUCTION CARBINE ORDERING PERIOD III**

**Commodity Name:** M4A1 CARBINE PRODUCTION III

**CLIN Contract Type:** Firm Fixed Price

**Mfr CAGE:** 0000

**Mfr Part Number:** 12972700

**Range Quantities**

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Ordering Period 3 shall commence after the completion of Ordering Period 2 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

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**Packaging and Marking**

**Packaging/Packing/Specifications:**

**SPECIAL INSTRUCTIONS**

**Location of Packaging/Packing/Specs:** Addenda: J

**Level Preservation:** Military

**Level Packing:** B

**Inspection and Acceptance**

**Inspection:** Origin  
**Acceptance:** Origin

**FOB Point:** Origin

**SHIP TO:**

(W562RP)  
SR WOLX ARMY GENERAL SUPPLY  
CENTRAL RECEIVING POINT  
7 FRANKFORD AVE BLDG 360  
ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 4 shall commence after the completion of Ordering Period 3 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W56ZRF) SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
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ANNISTON, AL, 36201-4199
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NSN: 1005-01-231-0973
COMMODITY NAME: M4 CARBINE PRODUCTION IV
CLIN CONTRACT TYPE: Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 9390000

Range Quantities

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Ordering Period 4 shall commence after the completion of Ordering Period 3 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDITIONS: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin
ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:
(W562RP) SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 4 shall commence after the completion of Ordering Period 3 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO:
(W562RF) SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL 36201-4199

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NSN: 1005-01-382-0953
COMMODITY NAME: M4A1 CARBINE FAT IV
Mfr CAGE: 0000
Mfr Part Number: 12972700
NSN: 1005-01-231-0953  
COMMODITY NAME: M4A1 CARBINE PRODUCTION IV  
CLIN CONTRACT TYPE: Firm Fixed Price  
Mfr CAGE: 0000  
Mfr Part Number: 12972700  

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Ordering Period 4 shall commence after the completion of Ordering Period 3 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:  
SPECIAL INSTRUCTIONS  
LOCATION OF PACKAGING/PACKING/SPECS:  
ADDENDA: J  
LEVEL PRESERVATION: Military  
LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:  
(W562RP)  SR WOLX ARMY GENERAL SUPPLY  
CENTRAL RECEIVING POINT  
7 FRANKFORD AVE BLDG 360  
ANNISTON, AL, 36201-4199
First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 5 shall commence after the completion of Ordering Period 4 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 30

FOB POINT: Origin

SHIP TO: (W562RF) SR WÔLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
NSN: 1005-01-231-0973
COMMODITY NAME: M4 CARBINE PRODUCTION V
CLIN CONTRACT TYPE: Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 9390000

Range Quantities

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Ordering Period 5 shall commence after the completion of Ordering Period 4 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:
(W562RP) SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
0020  M4A1 FIRST ARTICLE TEST ORDERING PERIOD V  $  $  

NSN: 1005-01-382-0953
COMMODITY NAME: M4A1 CARBINE FAT V
Mfr CAGE: 0000
Mfr Part Number: 12972700

First Article hardware shall be fabricated, inspected IAW C.3.4.4.

Ordering Period 5 shall commence after the completion of Ordering Period 4 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
  SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin
Government Approval/Disapproval Days: 340

FOB POINT: Origin

SHIP TO:
(W56ZRF)  SR WOLX ARMY GENERAL SUPPLY
           CENTRAL RECEIVING POINT
           7 FRANKFORD AVE BLDG 360
           ANNISTON, AL 36201-4199
NSN: 1005-01-382-0953
COMMODITY NAME: M4A1 CARBINE PRODUCTION V
CLIN CONTRACT TYPE:
   Firm Fixed Price
Mfr CAGE: 0000
Mfr Part Number: 12972700

Range Quantities

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Ordering Period 5 shall commence after the completion of Ordering Period 4 and will be for a period of 12 months.

A transportation account code will be provided upon issuance of delivery order.

(End of narrative B001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
SPECIAL INSTRUCTIONS
LOCATION OF PACKAGING/PACKING/SPECS:
ADDENDA: J
LEVEL PRESERVATION: Military
LEVEL PACKING: B

Inspection and Acceptance
INSPECTION: Origin     ACCEPTANCE: Origin

FOB POINT: Origin

SHIP TO:
(W562RP)   SR W0LX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE BLDG 360
ANNISTON, AL, 36201-4199
The minimum contract guarantee for each contract awardee is $10,000.00.

(End of narrative B001)
Type of Contract(s). The Government intends to award no more than two (2) Indefinite Delivery/Indefinite Quantity (IDIQ) contract(s) with Firm Fixed Price (FFP) delivery orders for the M4 Carbine, NSN: 1005-01-231-0973, Part Number: 9390000; and M4A1 Carbine, NSN: 1005-01-382-0953, Part Number: 12972700. The contract(s) will be for five one-year ordering periods, and will contain priced quantity ranges of Army M4/M4A1 Carbines for other military services. As future needs for the M4/M4A1 Carbines are identified during the five (5) years of the contract(s), FFP Delivery Orders will be competed among the Offerors who have been awarded IDIQ base contracts. Award will be made to the offeror whose proposal offers the best value to the Government, which may result in award to other than the low offeror and/or other than the highest rated proposal. The Government assumes no liability whatsoever regarding the likelihood that orders will be placed for any particular quantities over the guaranteed minimum quantity under the proposed IDIQ Contract(s).

The minimum guarantee for each contract awardee is $10,000.00. The maximum quantity of M4/M4A1s to be ordered will be 292,000 for all contracts combined for the five (5) year period of performance. The Government intends to issue Delivery Order 0001 at the time of award of the basic contract.

*** END OF NARRATIVE B0001 ***
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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


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

<table>
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<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
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<tr>
<td>C-1</td>
<td>52.223-4004 SECURITY SCREENING OF CONTRACTOR EMPLOYEES (CS7022)</td>
<td>OCT/2010</td>
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<tr>
<td>C-2</td>
<td>52.223-4005 EXPLOSIVE MATERIAL HANDLING (CS7030)</td>
<td>OCT/2010</td>
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</tbody>
</table>

The Contractor shall provide the Contracting Officer DA Form 7281-R Command Oriented Arms, Ammunition, and Explosives (AA&E) Security Screening and Evaluation Record with only the top section completed.

The Government will fill out the remainder of this form. This form will serve as a record of the Contracting Officer's (COR) interview of any individual dealing with AA&E. Also included is the Provost Marshal / Security Office Records Check and Local Civilian Law Enforcement Agency Records Check to be performed by ARDEC Security Office and also the Immediate Commander's (customer organization) Evaluation.

The Contractor shall not assign the employee to work with AA&E on Picatinny Arsenal until he has been notified by the PCO that the remainder of the form has been completed by the Government and the Contractor employee has been found suitable.

The Contractor shall comply with the requirements of the Department of the Army Pamphlet 385-64, Safety, Ammunition and Explosives Safety Program, in effect on the date of the solicitation for this contract.

STATEMENT OF WORK
CARBINE, 5.56 MILLIMETER: M4
CARBINE, 5.56 MILLIMETER: M4A1

C.1 Scope: The objective of this Statement of Work (SOW) is to define the contract requirements to manufacture, inspect, assemble, package and deliver the M4/M4A1 Carbine in accordance with U.S. Government Technical Data Package (TDP) Drawing Numbers 12972700 Carbine, 5.56MM, M4A1 with Equipment and 9390000 (Carbine, 5.56MM, M4 with Equipment), and the associated individual drawing Quality Assurance Provisions (QAP), Specialized Packaging Instructions (SPI), MIL-DTL-70599B (Carbine, 5.56 Millimeter: M4) and MIL-DTL-71186A (Carbine, 5.56 Millimeter: M4A1), and this Statement of Work.

C.2.0 Applicable Documents.

MIL-DTL-70599B        Detailed Specification for the Carbine, 5.56 Millimeter: M4, July 2012
Drawing 12972700      Carbine, 5.56MM, M4A1
Drawing 9390000        Carbine, 5.56MM, M4
Drawing 12993884       General Requirements for Quality Assurance Provisions(Small Caliber Weapon Systems)

C.2.1 Government Documents.

C.2.2 General. The following Government publications/documents listed below form a part of this SOW to the extent specified herein.

C.2.3 Government Standards, Manuals, Regulations, Instructs and Technical Bulletins

MIL-STD-130          Identification Marking of U.S. Military Property
MIL-STD-2073-1       Standard Practice for Military Packaging
AR 190-11           Physical Security of Arms, Ammunition, and Explosives
AR 710-3            Asset Transaction Reporting System
TM 9-1005-319-10     Technical Manual, Carbine, 5.56MM, M4/M4A1
DOD 5100.76 M        Physical Securities of Sensitive Conventional Arms, Ammunition, and Explosives
C.2.4 Unless otherwise indicated, copies of the above specifications, standards, handbooks, manuals, or publications are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094 or Army Publishing Directorate Home Page (http://www.apd.army.mil). Any documents required by manufacturers in connection with specific acquisition functions should be obtained from the contracting activity as directed by the Procurement Contracting Officer PCO.

C.2.5 NON-GOVERNMENT PUBLICATIONS: The following document(s) of the exact revision listed below form a part of this Statement of Work to the extent specified herein.

C.2.6 Other Publications:

- ASTM E1417/E1417M    Standard Practice for Liquid Penetrant Examination
- ASTM E1444/E1444M    Standard Practice for Magnetic Particle Examination
- ANSI/SAAMI-Z299.4    Voluntary Industry Performance Standards for Pressure and Velocity of Centerfire Weapon Sporting Ammunition for the Use of Commercial Manufacturers

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

C.2.7 ORDER OF PRECEDENCE: In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.


C.3.1 General. The contractor shall provide all materials, equipment, tooling, personnel and facilities necessary to manufacture, test, and deliver the quantities of M4/M4A1 as specified by the contract. The contractor shall fabricate and deliver the M4/M4A1 to meet the requirements of the TDP and this SOW. The contractor shall be responsible for the testing and delivery of the production units and the required packaging as delineated in Section D of this solicitation/contract. The components will be produced from a TDP under a build to-print strategy and must meet the performance criteria required within the TDP.

C.3.2 START OF WORK MEETING: Within 30 calendar days after contract award, a start of work meeting will be held at the contractors facility. The contractor shall present an overview of its entire contractual effort and present a Program Plan with an Integrated Program Plan to include at a minimum: reviews, detailed delivery schedules; and subcontractor award schedules/status. The contractor shall at a minimum invite the Contracting Officer. The Contracting Officer shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide an agenda with presentation slides 5 calendar days prior to the meeting for Government review. Meeting minutes shall be submitted by the contractor (CDRL A001, DI-ADMN-81505).

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

C.3.3 Fabrication Requirements: All M4/M4A1 weapon systems and shall be fabricated and produced in accordance with (IAW): the Government TDP, including: associated QAPs, SPI, approved Engineering Change Proposals (ECP), approved Requests for Variance (RFV), this SOW and detailed specifications MIL-DTL-70599B and MIL-DTL-71186A.

C.3.4 Quality Conformance Requirements:


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

C.3.4.1.2 Responsibility for Compliance: All items shall meet all the requirements as specified [i.e. Weapon Specifications, Performance Specification, QAPs, applicable Government drawings, TDP, approved ECPs, approved RFV, SPI, etc.]. The inspection set forth in this document shall become a part of the contractors overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract, TDP, MIL-DTL-70599B, and MIL-DTL-71186A. The contractor may not change the TDP requirements to include, but not limited to: dimensions, tolerances, materials, finishes, heat treatments, marking, or packaging without the written approval of the PCO.

C.3.4.1.2.1 Material: The contractor shall provide verification per TDP QAPs and specifications as set forth in drawing 12899864 that materials used in the TDP complies with requirements. The contractor shall prepare Certification/Data Report, Compliance (CDRL A003, DI-MISC-80678).

C.3.4.2 Quality Control Program: The Contractor shall maintain a documented quality program plan in accordance with the Contractors QMS. The plan shall include the quality system compliance/certification status, and a description of the current planned programs that will be in place for the production of the M4/M4A1. The contractor shall submit an update to the Quality Program Plan, both prime and sub-contractor(s) in accordance with CDRL A004 (DI-QCIC-81722). A new Quality Program Plan shall be submitted within 30 days of any change and shall be subject to Government approval.

C.3.4.3 Acceptance and Inspection Equipment (AIE): The contractor shall furnish (in tabular format) detailed descriptions (i.e. part numbers, manufacturer, model, calibration records, accuracy) of all acceptance and inspection equipment (including hard gauges) used for inspection of all quality assurance provisions for major and critical characteristics found in the TDP, MIL-DTL-70599B, and MIL-DTL-71186A. Equipment shall have an accuracy of 10% (MIL-W-63150, Paragraph 3.8.1) of the total tolerance zone of the dimension being inspected. Test and inspection equipment designs used to verify compliance with the requirements shall be submitted by the contractor to the Government for approval (DI-QCIC-81006, CDRL A005) 150 calendar days prior to First Article Inspection. AIE documentation for minor characteristics shall be submitted to DCMA QAR for approval. The Government will have 60 days to review and approve/disapprove the submitted AIE. The AIE shall be submitted and approved by the Government prior to it being utilized in the First Article Inspection. The Government reserves the right to disapprove, at any time during the performance of this contract, the use of any AIE not meeting the requirements of the approved documentation.

C.3.4.4. FIRST ARTICLE QUANTITIES: The contractor shall provide 12 M4 Carbines and 12 M4A1 Carbines in accordance with the TDP. The FAT hardware shall be a part of the contract quantity and be representative of the initial production lot. Unless otherwise instructed, First Article hardware shall be shipped to the Anniston Army Depot within 90 calendar days after FAT report approval. The FAT weapon shipment should be marked with Condition Code E. One hundred and twenty (120) calendar days after Government approval of the FAT report, production deliveries shall commence.

C.3.4.4.1 First Article Inspection (FAI): The contractor is responsible for performance of the first article inspection. The First Article samples shall be inspected (including 100% dimensional verifications) and tested in accordance with MIL-DTL-70599B, and MIL-DTL-71186A and all requirements of the TDP to include but not limited to: drawings, approved ECPs, approved RFVs, specifications, and associated QAPs, including visual inspection of packaging and the packaging material. The parts shall be representative of the items to be manufactured during full-scale production, utilizing the same manufacturing processes, equipment, and procedures. If changes are made to the technical data, production processes (to include lapse in production greater than 90 calendar days), facilities, or type of material, a subsequent FAI may be required. Contractor may submit request to waive FAI to procurement officer. When there are changes to the technical data, production processes, facilities, or type of materials; the Contractor shall notify the Government so that instructions for the submission, inspection and notification of results can be made. PCO approval is required prior to implementing any change.

C.3.4.4.2 FIRST ARTICLE INSPECTION REPORT: The contractor shall conduct a 100% inspection and document the results (CDRL A006, DI-CMAN-81022C), that the M4/M4A1 were built to the dimensions and other requirements of the TDP using the materials, finishes and processes information for accomplishing the FAT as described in the specification requirements, MIL-DTL-70599B, and MIL-DTL-71186A. The test plan will be submitted to the PCO for approval by the Government 180 (one hundred and eighty) calendar days prior to commencement of FAT. The Government will have 30 calendar days to review and approve/disapprove the submitted FAT plan.

C.3.4.4.3 FIRST ARTICLE TEST: If First Article is required, the contractor shall perform FAT in accordance with MIL-DTL-70599B, and MIL-DTL-71186A and this SOW. The contractor shall notify the Government 15 calendar days in advance for the FAT. The First Article hardware shall be production representative of the M4/M4A1 units to be manufactured using the same processes and procedures expected in full rate production.

Weapons for each test shall be randomly selected by an approved Government Authority. The Government reserves the right to waive the First Article Test or to conduct any or all of the tests mentioned in MIL-DTL-70599B, and MIL-DTL-71186A. The US Government reserves the
right to waive in part or in full any inspections and testing requirements when deemed appropriate.

C.3.4.4.4 First Article Test Reports: The FAT report is due within three hundred and forty (340) calendar days after contract award. The Contractor shall prepare and submit a FAT Report (CDRL A008, DI-NDTI-80809B) and Certification/Data Reports (CDRL A009, DI-MISC-80788) within 15 calendar days after completion of the FAT for Government approval. The Government has 30 calendar days to review the FAT Report.

C.3.4.4.5 FIRST ARTICLE FREQUENCY: A first article sample or portion thereof may be ordered by the PCO in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 calendar days, or (iii) whenever a change occurs to performance, manufacturing process (including manufacturing location), material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the contractor shall notify the PCO so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the contractor. The Contractor shall be responsible for the planning, management, and execution of the FAT program.

C.3.4.4.6 FIRST ARTICLE TEST (FAT) WAIVER: The Contractor may request a waiver of FAT when identical or similar items have been previously furnished by the Contractor and have been accepted by the Government. Approval of this waiver shall be at the discretion of the Government. If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 365 days after issuance of delivery order, or immediately following the completion of previous delivery order, whichever is later.

C.3.4.4.7 ACCEPTANCE CRITERIA: Failure to meet any of the requirements set forth in the TDP shall be cause for rejection of the First Article or Lot.

C.3.4.5 Special Process PROCEDURES: The contractor shall submit the procedures for the special processes utilized in the manufacture of the M4/M4A1. Adequate information shall be included for the Government to review and approve these processes for each vendor on each component. Government approval of the processes is required prior to the incorporation of these processes for weapon manufacture. The Government reserves the right to require site visits by their process experts as part of the evaluation process.

C.3.4.5.1 Phosphate Coating: The procedures/test plan submitted by the Contractor shall be per MIL-DTL-16232G. The phosphate coating processes shall include adequate procedures to demonstrate the consistency and control necessary to ensure proper and repeatable results for each material and configuration. The Contractor shall be allowed the option of using MIL-PRF-16173 Grade 3 or MIL-PRF-3150 as the supplementary oil treatment for components with phosphate coating as the final protective finish. (CDRL A010, DI-MFFP-81402)

C.3.4.5.2 MAGNETIC Particle Inspection: The contractor shall submit for each entity conducting Magnetic Particle Inspection (MPI), including the prime contractor and their suppliers, their General Magnetic Particle Inspection Procedures or Work Instructions/Test Procedures and Individual Technique Sheets for each individual part per ASTM E1444/E1444M. (CDRL A011, DI-NDTI-80603A)

C.3.4.5.3 LIQUID DYE PENETRANT INSPECTION: The contractor shall submit for each entity conducting Liquid Dye Penetrant Inspect (DPI), including the prime contractor and their suppliers, their General Liquid Dye Penetrant Inspection Procedures or Work Instructions/Test Procedures and Individual Technique Sheets for each individual part per ASTM E1417/E1417M (CDRL A012, DI-NDTI-80603A).

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

C.3.4.6.1 INSPECTION LOT SIZE: The maximum lot size shall be one thousand (1,000) or one (1) months production, whichever is less, and specified therein. The contractor is authorized to provide accelerated deliveries of sub-assemblies portions (that have been 100% reviewed) of the results to the Government at no additional cost.

C.3.4.6.2 First Article Test Plan: The contractor shall develop a FAT plan (CDRL A007, DI-NDTI-81307). This shall address all necessary shall be established by the Contractor. Product will be shipped on a monthly basis regardless of lot size.

C.3.4.6.3 LOT IDENTIFICATION: Each inspection lot shall be identified with a lot number. The reason for rejection of any inspection lot shall be recorded. When a rejected lot is resubmitted after Government approved reconditioning, it shall be identified as such.

C.3.4.6.4 LOT ACCEPTANCE INSPECTION AND TEST: The Contractor shall perform Lot Acceptance Testing (LAT) in accordance with MIL-DTL-70599B, and MIL-DTL-71186A, TDP, and this Statement of Work. At least 30 calendar days before the beginning of Lot Acceptance Testing,
the Contractor shall notify the PCO in writing of the time and location of the testing so that the Government may witness the test. The Contractor shall commence LAT within 15 calendar days after the lot production is completed. The LAT shall be conducted at the Contractors facilities and/or at facilities that the Contractor has contracted out. The LAT shall be presented to a Government representative for acceptance. The US Government reserves the right to waive in part or in full any inspections and testing requirements when deemed appropriate. The Government has 10 calendar days to review the LAT Report in order to approve shipment.

C.3.4.6.5 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING: Contractors may voluntarily propose alternatives to the Lot Acceptance sampling requirement, which will be subject to review and approval by the PCO. Alternative quality conformance procedures, methods, or equipment, such as statistical process control, tool control, other types of sampling procedures, etc., may be used by the Contractor when they provide at a minimum the level of quality assurance required by the provisions stated herein. Prior to applying such alternative procedures, methods, or equipment, the Contractor shall describe them in a written proposal submitted to the PCO for evaluation. When required, the Contractor shall demonstrate that the effectiveness of each proposed alternative is equal to or better than the specified quality assurance provision(s) stated herein. In cases of dispute as to whether the Contractors proposed alternative(s) provides equivalent assurance, the provisions of this TDP, QAP, and SOW shall apply. All approved alternative provisions shall be specifically incorporated into the Contractors quality program or detailed inspection system, as applicable.

C.3.4.6.6 LOT ACCEPTANCE TEST REPORT: The Contractor shall submit the lot acceptance test report within 15 calendar days from the completion of the Lot Acceptance Test for Government approval. (CDRL A013, DI-NDT-80809B)

C.3.4.6.7 ACCEPTANCE CRITERIA: Failure to meet any of the requirements set forth in the TDP shall be cause for rejection of the First Article or Lot.

C.4 Engineering Failure Analysis: In the event that a M4/M4A1 fails to perform as specified in MIL-DTL-70599B, and MIL-DTL-71186A during tests required by the Government that are conducted by the Contractor, the Contractor shall conduct an engineering analysis and submit a report to the Government within 30 calendar days of failure. The Contractor shall submit interim reports every 30 calendar days until the analysis is completed and accepted by the PCO. The PCO shall review and accept or reject a report within 10 calendar days of receipt of such report. At the discretion of the PCO, the Contractor may be allowed to proceed with product acceptance and ship M4/M4A1s in place at no additional cost to the Government. In the event the failure analysis shows that the failure has resulted from the Contractor not meeting the requirements of this contract, the Contractor shall take corrective action for work in process and ship guns at the Contractors expense. A failure analysis and corrective action report (CDRL A014, DI-SESS-81315B), shall be delivered to the Government (PCO).

C.5 Quality Assessment: In circumstances when the quality or performance of the M4/M4A1 is suspect, the product appears non-conforming or a potential product warranty condition exists, or in other circumstances as mutually agreed, the Contractor will conduct an engineering analysis and provide the failure analysis and corrective action report (CDRL A015, DI-QCIC-81187) to the PCO.

C.6 Markings: The markings shall be in accordance with MIL-STD-130. The identification markings of the external components shall not be marked utilizing white or brightly colored markings.

C.7 PACKAGING: Packaging shall be in accordance with MIL-STD-2073-1 unless other packaging directions are stated in the M4/M4A1 Special Packaging Instructions: AM9390000 (CARBINE, .56 MILLIMETER; M4) and AM12372700 (CARBINE, .56MILLIMETER; M4A1).

C.8 UID Requirements: UID markings shall be applied to each delivered M4/M4A1 receiver in the location specified on the respective receiver marking drawing. UID application method shall be approved by the Government prior to start of production. UID markings shall be in general accordance with MIL-STD-130. The details of the markings and method of application shall be provided to the PCO. The UID markings shall not negatively affect the receivers protective finish and must withstand all requirements as called out by MIL-DTL-70599B and MIL-DTL-71186A (CDRL A016, DI-MGMT-81803).

C.9 Security Storage: The Contractor shall be capable of providing storage in accordance with DOD Directive 5100.76-M, which outlines physical security guidance for the protection of DOD Sensitive Conventional Arms, Ammunition, and/or Explosives. The M4/M4A1 is a CAT II device and the test ammunition is CAT IV.

C.10 Configuration Management: Configuration management of the M4/M4A1 shall be practiced in accordance with MIL-HDBK-61A, Military Handbook, and Configuration Management Guidance. The Government maintains configuration management of the TDP. The contractor may prepare ECPs (CDRL A017, DI-CMAN-80639C), and Value Engineering Change Proposals (VECPs), with Notice of Revisions (CDRL A018, DI-CMAN-80642C) and Request for Variances (RFV) (CDRL A019, DI-SESS-81315), which detail the exact change being proposed for the documents in the Technical Data Package (TDP). This shall include rationale for the change as well as effects on other components/ assemblies, schedule, logistical impacts (fielded weapons) and cost.

C.11 Government Furnished MATERIAL (GFM): All GFM will be managed by the Government through the use of the contractor provided GFM Consumption Report (CDRL A020, DI-MGMT-80438B). The contractor shall report any defective GFM (CDRL A021, DI-QCIC-80736). The contractor shall notify the PCO 180 days before technical manuals, (TM 9-1005-319-10) will be needed for over pack with the end items. The following documents apply to the Government-furnished materiel (equipment and ammunition): DoD Manual 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives, and Army Regulation 190-11, Physical Security of Arms, Ammunition, and Explosives.
C.11 AMMUNITION M855A1: The Government shall furnish M855A1 5.56 mm ammunition (Drawing 13020533) to support the FAT and LAT requirements. The contractor is responsible for proper storage and maintenance of the ammunition. The contractor is responsible for timely notifying the Contracting Officer about ammunition requirements. Requests for ammunition will be submitted electronically to the Contracting Officer on DD Form 1348 no later than 45 days prior to the desired delivery dates. No later than 30 days after contract completion, the contractor will report to the Contracting Officer on the remaining ammunition and request disposition instructions. The Contractor shall submit an Ammunition Consumption Report in accordance with DI-MGMT-80438B, Data Item A022. The following documents apply to the Government-furnished materiel (equipment and ammunition): DoD Manual 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives, and Army Regulation 190-11, Physical Security of Arms, Ammunition, and Explosives.

C.12 AMMUNITION M197: The contractor shall furnish a commercial equivalent, conforming to ANSI/SAMI-Z299.4, to M197 High Pressure Ammunition (Drawing 10533839) to support FAT and LAT requirements. One high pressure test round shall be fired for each bolt produced and delivered. The contractor is responsible for proper storage and maintenance of the ammunition.

C.13 Serial Numbers to Logistics Support Activity (LOGSA): For every weapon delivered under this contract, the contractor shall provide the following information to the PCO and LOGSA

Serial Numbered Small Arms:

a. Tracking small arms by serial control transactions is required by AR 710-3, Chapter 4, Section 1 (Inventory Management Asset and Transaction Reporting System) and DoD 4000.25-2-M (Military Standard Transaction Reporting and Accounting Procedures). This reporting shall be accomplished in accordance with DI-MISC-80914B, Small Arms Serialization Program (SASP) Transaction, CDRL A022.

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

(1) One serial number control transaction (80-column format), as applicable, shall be furnished for each weapon shipped and forwarded with the shipment.

(2) One set of serial number control transactions will be forwarded to each of the appropriate addressee(s) cited in the contract data requirements list (DI-MISC-80914B), block 14, within the time frames established by the CDRL, block 16. Media is described below.

(3) WSN control transactions required for the DOD Central Registry shall be inputted by the Contractor directly into the WEB Unique Item Tracking. In addition, the information (in spreadsheet format) shall be sent via email to mail to: usarmy.redstone.logsa.list.uit@mail.mil. In order to gain access to the LOGSA WEB site, the Contractor shall obtain a logon and password and have a valid DODAAC. To obtain Logon ID and password, go to the LOGSA homepage, www.logsa.army.mil and select the tab for System Access Request and follow the prompts. All other requests for information shall be sent to mail to: usarmy.redstone.logsa.list.uit@mail.mil.

(4) For SASP transaction cards, contractors shall submit an electronic copy in flat text file (see Sample.txt below) format as an attachment via email to LOGSA's mailbox: mail to: usarmy.redstone.logsa.list.uit@mail.mil. The flat text filename must not include spaces. The contractor shall also copy the DCMA ACO on this email to notify him/her the transaction was submitted to LOGSA for upload. Transaction must be submitted to LOGSA after Government acceptance and concurrently with shipment.

(5) Basic Information on this program is available to contractors at the following website: http://contracting.tacom.army.mil/acqinfo/SA-LWSP.htm. This webpage also includes an Excel file that can facilitate the submission of the data. The use of this tool is not mandatory.

C.14 Reporting of Receipts: The Contractor shall receive Government Furnished Property (GFP) from the Government and shall perform an inspection and inventory within the time specified by the CDRL. GFP received shall be reported by NSN, quantity, condition code, document number and serial number of receipt (CDRL A023, DI-MGMT-80442). Reporting data may be obtained from DD Form 1348-1A accompanying the receipt.

C.15 Accident incident report: The contractor shall report immediately any major accident or incident (including fire) resulting in one or more of the following: causing one or more fatalities; or one or more disabling injuries; damage to Government property exceeding $10,000; affecting program planning or production schedules; degrading the safety of equipment under contract such that personal injury or property damage may be involved; identifying a potential hazard requiring corrective action. (CDRL A024, DI-SAFT-81563).

C.16 OPERATIONAL SECURITY (OPSEC): All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 45 days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR/ATO (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at https://atlevel1.dtic.mil/at. The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures.
(provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. The contractor shall implement a verification process, whether through background checks or other similar processes that enable the U.S. Government to attest to the trustworthiness of the workforce and provide a written response explaining how the verification process was completed, within 45 calendar days of contract award (CDRL A025, DI-MGMT-80934C).

C.17 Environmental Compliance: All activities must be in compliance with federal, state and local environmental laws and regulations, Executive Orders, treaties and agreements.

C.18 Explosive material Handling (ARDEC 169): The Contractor shall comply with the requirements of the Department of the Army Pamphlet (DA PAM) 385-64, Ammunition and Explosives Safety Standards, in effect on the date of the solicitation for this contract. The following documents apply to the Government-furnished materiel (equipment and ammunition): DoD Manual 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives, and Army Regulation 190-11, Physical Security of Arms, Ammunition, and Explosives.

C.19 Demilitarization: At the conclusion of this contract, all excess or unaccepted M4/M4A1 Carbines, components or sub-components shall be demilitarized in accordance with Appendix 4, Category I Small Arms Weapons, Parts, and Accessories of DoD 4160.21-M-1, Defense Demilitarization Manual.

*** END OF NARRATIVE C0001 ***
SECTION D - PACKAGING AND MARKING

1. PACKING & MARKING Bar Code Requirements:
   (X) 2D BAR CODES REQUIRED

2. Detailed Requirements shall apply to this procurement.
   a. Packaging Requirements: M4 and M4A1
      See Special Packaging Instructions included in Section J, List of Attachments:
      AM9390000(CARBINE, 5.56 MILLIMETER): M4 CARBINE.
      AM12972700(CARBINE, 5.56 MILLIMETER): M4A1 CARBINE.
   b. Detailed Packing Requirements:
      See Special Packaging Instruction AM9390000, AM12972700.
   c. Detailed Marking Requirements:
      See Special Packaging Instruction AM9390000, AM12972700.
   d. Detailed Unitization Requirements:
      Unitization Drawing: N/A
      (X) Standard:
      Shipments of identical items going to the same destination
      Shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift
      handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible,
      provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads
      high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred
      commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by
      the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe
      handling during shipment and storage.
   e. Applicable Exception(s)/Special Notes to Packaging
      Requirements:
      (X) 1) Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials:
      In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following
      commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required
      for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden
      boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that
      have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented
      strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes)
      lumber and certified by an accredited agency recognized by
      70 141, the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations
      (see URL:
      http://www.alsc.org). All materials must include certification markings in accordance with ALSC standards and be
      placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the
      stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All
      dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC
      approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal,
      destruction, or treatment of materials at the point of entry.
      2) Marking: In addition to any special marking and markings
      called out by the Special Packaging Instruction or drawing
      - All unit packages, intermediate packs, exterior shipping
      containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 including bar coding.
      The contractor is responsible for application of special markings as discussed in the Military Standard regardless of
      whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings,
      structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel
      will not identify the nature of the materiel. NOTE:
      Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the
      solicitation and/or contract for this clause. For details and most recent information, see,
      Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and
      applied on the unit package, intermediate and exterior containers, and the unit load.
      - Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-
129. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have barcodes applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

- Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

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


C. Ammunition, M855A1, 5.56mm, conforming to Drawing 13020533. DOT Marking /Hazard Classification will be determined under contract (less than 200 pounds). Transportation Security Code for Arms, Ammunition or explosives (AA&E) as categorized in DOD 5100.76-M: Item is AA&E Category IV (less than 200 pounds).

D. M68 Close Combat Optic shall be provided as Government Furnished Property. Non Hazardous (No DOT Marking Required), (Less than 200 pounds). Transportation Security Code: Item is not AA&E item.

ADDITIONAL PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS WILL BE REQUIRED IN ACCORDANCE WITH THE TDP. REFERENCE ATTACHMENT INSTRUCTIONS AND TRANSPORTATION REQUIREMENTS ARE INCLUDED IN SECTION J, IN THE LIST OF ATTACHMENTS.

*** END OF NARRATIVE D0001 ***
SECTION E - INSPECTION AND ACCEPTANCE

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


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

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<tr>
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<tr>
<td>E-1</td>
<td>52.246-1 CONTRACTOR INSPECTION REQUIREMENTS</td>
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<td>E-2</td>
<td>52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE</td>
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<td>52.246-16 RESPONSIBILITY FOR SUPPLIES</td>
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<td>E-4</td>
<td>52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT</td>
<td>FEB/1999</td>
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</table>

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title                     Number       Date            Tailoring
Quality Management System  ISO 9001    15 Nov 2008    Tailored by excluding paragraph 7.3

(End of Clause)

E-5 52.209-4001 FIRST ARTICLE TEST (CONTRACTOR TESTING) (ES6910) OCT/2010

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier’s and vendor’s inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing,
specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to RDAR-EIQ-PC.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

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<th>52.245-4001 GOVERNMENT FURNISHED AMMUNITION (ES6908) OCT/2010</th>
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<tbody>
<tr>
<td>a.</td>
<td>Ammunition has been programmed to support contractual test requirements as follows:</td>
</tr>
<tr>
<td></td>
<td>Rounds TBD quantity</td>
</tr>
<tr>
<td></td>
<td>Cartridges M855A1</td>
</tr>
<tr>
<td></td>
<td>National Stock Number 1305-01-559-3335</td>
</tr>
<tr>
<td></td>
<td>Department of Defense Identification Code AB57</td>
</tr>
<tr>
<td>b.</td>
<td>Requests for all ammunition shall be submitted electronically to the Contracting Officer on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods: electronic-mail <a href="mailto:mosleya@tacom.army.mil">mosleya@tacom.army.mil</a> or data fax (810)574-7757.</td>
</tr>
<tr>
<td>c.</td>
<td>No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.</td>
</tr>
<tr>
<td>d.</td>
<td>The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR).</td>
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<tr>
<th>E-7</th>
<th>52.246-4000 ACCEPTANCE (ES6901) OCT/2010</th>
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<tr>
<td>E-6</td>
<td>52.246-4000 ACCEPTANCE (ES6901) OCT/2010</td>
</tr>
<tr>
<td>[x]</td>
<td>First Article Test (FAT) and Lot Acceptance (LAT) will be at the Contractor's plant.</td>
</tr>
<tr>
<td>[x]</td>
<td>FAT Report and LAT Report will be at destination.</td>
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<tr>
<th>E-8</th>
<th>52.246-4001 GOVERNMENT PROCUREMENT QUALITY ASSURANCE ACTIONS (ES6902) OCT/2010</th>
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<tr>
<td>Government Procurement Quality Assurance (PQA) actions will be accomplished by the Governments Quality Assurance Representative (QAR) at:</td>
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<tr>
<td>[ x ] Contractors Plant</td>
<td></td>
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<tr>
<td>[ ] Destination</td>
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<tr>
<td>[ ] Other: The Contractors plant except for tests conducted at a Government Facility or Proving Ground.</td>
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<tr>
<td>The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level shall be per MIL-STD-1916 and drawing 12993884 for major characteristics and per MIL-STD-1916 and drawing 12993884</td>
<td></td>
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for minor characteristics.

MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

a. The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical characteristics (see paragraphs d & e). The contractor shall establish, document, and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423 and DI-MGMT-80004. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPA) (paragraph g) can be found at http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml.

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

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

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

Alternate calculated Critical Non-conformance Escape risk (fill-in -1-):

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

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

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

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

e. In addition to critical characteristics defined in the government’s technical data (drawings, specifications, etc.), the contractor shall also identify and document in their contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor’s additional critical characteristics shall be classified in accordance with guidance located at http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

f. In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:
(1) The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

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

(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail) (DI-SAFT-80970A).

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

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

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

g. The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 and DI-MGMT-80004 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this clause.

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

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

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.
For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK =/> 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

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Rework and Repair of Nonconforming Material (ES7904)

E-12  52.246-4003  2010

a. Rework and Repair are defined as follows:

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

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

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

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

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

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

Acceptance Inspection Equipment (AIE) (ES7905)

E-13  52.246-4004  2010

a. The contractor shall use a calibration system, with traceability to a national or international standard, for the AIE used on this contract.

b. The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

c. AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
d. Contractor furnished AIE shall be made (i) to the AIE designs specified in section C, or (ii) to any other design provided the contractors proposed AIE design is approved by the Government. AIE designs for inspection of characteristics listed as Critical, Special or Major shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD FORM 1423. Government approval of AIE design documentation shall not be considered to modify the contract requirements.

e. When the contractor submits proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturers name and model number and sufficient information to show capability of the proposed AIE to perform the inspection required. When the contractor submits proposed AIE designs on commercial computer controlled test and measuring equipment, the contractor shall include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

f. Resubmission of the contractors proposed AIE design for approval on a follow on Government contract, by the same contracting activity, is not required provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

g. The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

h. If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.
SECTION F - DELIVERIES OR PERFORMANCE

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


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

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<td>DELIVERY OF EXCESS QUANTITIES</td>
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<td>F-10</td>
<td>ITEM UNIQUE IDENTIFICATION AND VALUATION</td>
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(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the
Government at the time of delivery; and

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uuid_types.html.

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

(c) Unique item identifier.

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

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items: NA

Contract Line, Subline, or Exhibit Line Item Number Item Description
NA NA
(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 0002</td>
<td>M4 CARBINE</td>
</tr>
<tr>
<td>CLIN 0004</td>
<td>M4A1 CARBINE</td>
</tr>
<tr>
<td>CLIN 0007</td>
<td>M4 CARBINE</td>
</tr>
<tr>
<td>CLIN 0009</td>
<td>M4A1 CARBINE</td>
</tr>
<tr>
<td>CLIN 0011</td>
<td>M4 CARBINE</td>
</tr>
<tr>
<td>CLIN 0013</td>
<td>M4A1 CARBINE</td>
</tr>
<tr>
<td>CLIN 0015</td>
<td>M4 CARBINE</td>
</tr>
<tr>
<td>CLIN 0017</td>
<td>M4A1 CARBINE</td>
</tr>
<tr>
<td>CLIN 0019</td>
<td>M4 CARBINE</td>
</tr>
<tr>
<td>CLIN 0021</td>
<td>M4A1 CARBINE</td>
</tr>
</tbody>
</table>

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number NA.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number NA.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--
(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g., Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique
identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on
items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of
U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of
MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to
the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been
programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique
identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and
Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material
Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this
clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material
Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component,
or part.

(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(1) Use of the embedded items capability in WAWF;

(2) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F-11 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency dentification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.
(2) Gravel.
(3) Bulk liquids (water, chemicals, or petroleum products).
(4) Ready-mix concrete or similar construction materials.
(5) Coal or combustibles such as firewood.
(6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.
"Electronic Product Code\(^{\text{TM}}\) (EPC)\(^{\text{TM}}\) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\(^{\text{TM}}\) data consists of an EPC\(^{\text{TM}}\) (or EPC\(^{\text{TM}}\) identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\(^{\text{TM}}\) tags. In addition to this standardized data, certain classes of EPC\(^{\text{TM}}\) tags will allow user-defined data. The EPC\(^{\text{TM}}\) Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\(^{\text{TM}}\) Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/​rfid/ or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

<table>
<thead>
<tr>
<th>Contract line,</th>
<th>Location name</th>
<th>City</th>
<th>State</th>
<th>DoDAAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>subline, or exhibit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>line item number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at http://www.epcglobalinc.org/standards/.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at https://wawf.eb.mil/.

(End of clause)
The Period of Performance for the Entire Contract: 5 years After Contract Award.

Ordering Period I: From contract award to 12 Months After Contract Award.
Ordering Period II: Commences 12 Months After Ordering Period I
Ordering Period III: Commences 12 Months After Ordering Period II
Ordering Period IV: Commences 12 Months After Ordering Period III
Ordering Period V: Commences 12 months After Ordering Period IV

FAT Quantities/Deliveries:

Twelve (12) M4 CARBINES, and Twelve (12) M4A1 CARBINES are required IAW C.3.4.4 of the Statement of Work and shall be delivered to:

U.S. ANNISTON,
SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE, BLDG 360
ANNISTON, AL 36201-4199
Mark for: TBD
DODACC- W562RP

Production Quantities/Deliveries:

(120) days after First Article Approval delivery of M4 Carbines and M4A1 Carbines production quantities to support a minimum production rate of 2,000 M4/M4A1 per month and a potential maximum production rate of 6,000 M4/M4A1 per month until the delivery order has been fulfilled by shipping to:

SR WOLX ARMY GENERAL SUPPLY
CENTRAL RECEIVING POINT
7 FRANKFORD AVE, BLDG 360
ANNISTON, AL 36201-4199
DODAAC W562RP

*Larger monthly delivery quantity and accelerated deliveries are acceptable at no additional cost to the Government.

*** END OF NARRATIVE F0001 ***
SECTION G - CONTRACT ADMINISTRATION DATA

CONTACT INFORMATION IS AS FOLLOWS:

CONTRACTING OFFICER:
Jacalyn B. Dyda
Army Contracting Command New Jersey
ACC-NJ-SW, Soldier Weapons
Phipps Road, Bldg 9
Picatinny Arsenal, NJ 07806-5000
Phone: (973) 724-3222
mailto:Jacalyn.B.Dyda.civ@mail.mil

CONTRACT SPECIALIST:
Robert C. Phelan
Army Contracting Command New Jersey
ACC-NJ-SW, Soldier Weapons
Phipps Road, Bldg 9
Picatinny Arsenal, NJ 07806-5000
Phone: (973) 724-4894
mailto:robert.c.phelan4.civ@mail.mil

*** END OF NARRATIVE G0001 ***

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1</td>
<td>252.232-7006</td>
<td>WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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


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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
(1) Document type. The Contractor shall use the following document type(s).

-1-

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-2-

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

Routing Data Table

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W15QKN</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>W562RP</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>Will be included in contract</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TBD

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

Daniel J.Endrizzi
daniel.j.endrizzi.civ@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)
Submissions to the ACC-New Jersey Task and Delivery Order Ombudsman must be in writing and should include the relevant solicitation, contract, task order, or delivery order number(s), relevant information supporting the complaint and the name of the cognizant Contracting Officer, if known.

All information submitted to the Government under this clause must identify any restrictions on use, release, or disclosure.

Only unclassified information should be submitted in accordance with the above procedures.

Submittals under this clause do not constitute submittals under the requirements of FAR 52.233-1, Disputes and Alternates, 52.233-2, Service of Protest and Alternates, and 52.233-4000, HQ AMC-Level Protest Program.

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.
SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOTE: DELIVERY ORDERS FOR THE AIR FORCE WILL REQUIRE GOVERNMENT FURNISHED MATERIAL (M68 OPTICS). INSTRUCTIONS FOR DISPOSITION INCLUDING SHIPPING AND PACKAGING WILL BE INCLUDED IN RESPECTIVE DELIVERY ORDERS.

H.1 FAIR OPPORTUNITY COMPETITION OF SUBSEQUENT DELIVERY ORDERS

Competition for subsequent delivery orders will be based on a combination of some or all of the evaluation factors as listed in the contract on either a Lowest Price Technically Acceptable or Trade-off basis. For each Delivery Order award, price, delivery schedule, and past performance may be considered; however, any and all criteria for each and every delivery order will be addressed in the individual contemplation letter. Price will be considered in the competition for each delivery order. The order of importance of these factors will be determined by the Government at the time Contemplation Letters are written and distributed to each contractor. The Government reserves the right to issue a single award or multiple awards based on the results of the competition. The Government further reserves the right to split each delivery order in order to maintain the current required delivery schedule.

H.2 ORDERING.

H.2.1 The minimum guarantee for each contract awardee shall be satisfied with Delivery Order 0001. The Government intends to issue Delivery Order 0001 at the time of award of the basic contract.

For each Delivery Order containing order quantities for both versions of the M4 (Army) and the M4 with M68 optics (Air Force), the applicable quantity range for determining unit price for each version ordered shall be based on the total combined quantity of both the Army and Air Force versions on each delivery order.

H.2.2 The Government reserves the right to award quantities with Delivery Order 0001 that are above and beyond the contract minimum guarantee. NOTE: All Factors proposed for the Base Contract will be used in evaluations for award of Delivery Order 0001 for Quantities above the Minimum Guarantee.

H.3 MULTIPLE AWARDS.

H.3.1 Delivery Orders 0002 and subsequent will be placed in accordance with the procedures outlined below.

H.3.2 Applicability. This section only applies in the event of multiple contract awards. This section does not apply to the award of the base contract. This section WILL NOT apply to the Evaluation Criteria, and IS NOT AN EVALUATION FACTOR FOR AWARD OF THE BASE CONTRACT.

H.3.3 Orders. The ordering procedures at FAR 16.505(b) will be utilized in placing orders under multiple award contracts. Unless exempt, each contractor will be given a fair opportunity to compete for a delivery order award.

H.3.4 Ordering Procedures. The Government will submit a Request For Proposal to each contractor. Each contractor will then be required to submit a proposal in response to said Request For Proposal. Each Request for Proposal will include the specific details and instructions for that order. For each Delivery Order containing order quantities for both versions of the M4/M4A1.

H.3.5 Delivery Order Evaluation Criteria. Each Request For Proposal will state the evaluation criteria used to make the best value decision. The Government will use either the Lowest Priced Technically Acceptable (LPTA) or the Trade-Off methodology to make the best value decision. The evaluation factors may include Production Capability, Quality System, Management System, Past Performance, and/or Price. The Government reserves the right to change the above criteria for any delivery order issued against this contract, or to evaluate only Production Capability, Quality System, Past Performance, or Price, or any combination of these. Any variations concerning said criteria will be outlined within each Request For Proposal.

H.3.6 Order of Importance. The importance of each evaluation factor will be listed in each Request For Proposal. The Government reserves the right to use either LPTA or Trade-offs as the basis for making the best value decision. If the Trade-off methodology is selected, the Government may use data provided by the Offeror in its proposal as well as data obtained from other sources, including previously awarded delivery orders, for evaluating the proposals.

H.3.7 Pricing. In response to a delivery order Request For Proposal, the offeror may submit a price at or below the prices contained in the base contract for that ordering period.

H.3.8 Production Capability Area. In response to a delivery order Request For Proposal, the offeror may be requested to submit a delivery schedule, equivalent to, or more expeditious than the one contained in the base contract.

H.3.9 Past Performance Area. Past performance will consider how well the contractor has performed on previous delivery orders under this contract (considering timeliness and quality) as well as the customers overall satisfaction with the contractors work.

H.3.10 Split Award Percentages. The Government reserves the right to award 100 percent of any delivery order to one contractor or split the delivery order in order to maintain the required delivery schedule of 2,000 minimum and up to 6,000 maximum M4/M4A1s per month.
H.4 EXCEPTIONS TO FAIR OPPORTUNITY (COMPETING DELIVERY ORDERS).

H.4.1 First Article Testing (FAT) Requirement. If any multiple award contractor fails to meet the requirements of FAT, the Government reserves the right to deem that contractor ineligible from competition for future production quantities. In accordance with FAR 16.505(b)(iv)(B)(2)(ii), the production requirements will be restricted to the remaining multiple award contractors that have met the FAT requirement. Once the contractor in question meets FAT, they will then be restored to competitive status. For example, if the Government awards two (2) contracts (A and B), and contractor B fails to meet FAT, the production requirement and delivery order competition shall be restricted to contractor A. Once contractor B passes FAT, future competition will then include all two contractors. However, if contractor B never passes FAT, they could be terminated.

*** END OF NARRATIVE H0001 ***

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Post Award Conference (definition) - A first meeting of key Contractor/Government players. This conference is to assure a clear and mutual understanding of the contract between the Government and contractor. The Post Award conference includes discussions on contract terms, conditions and requirements, line items and sequence of events needed for successful execution of the subject contract effort.

The contractor shall host a post award conference/meeting at the contractors facility to include contractor and government contracting, management, quality assurance and technical personnel no later than 30 calendar days after contract award. The contractor shall participate with the government to arrange a schedule and agenda for the post award conference prior to the meeting. The contractor shall provide the government with minutes of the post award meeting (DI-ADMN-81505 tailored).

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<td>52.245-4002 SCHEDULE OF GOVERNMENT FURNISHED PROPERTY (GFP) (HS6008)</td>
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(a) The Government will furnish and deliver (FOB Contractor's place of performance) the property listed below.

(b) If the delivery schedule is not met, the Contractor will notify the Contracting Officer in writing.

(c) Government Furnished Property Delivery Schedule:

<table>
<thead>
<tr>
<th>DESCRIPTION/CATEGORY</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>DELIVERY</th>
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<tr>
<td>Technical Manual 9-1005-319-10</td>
<td>1 per weapon</td>
<td>Each</td>
<td>TBD</td>
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<tr>
<td>Ammunition, M855A1, 5.56mm</td>
<td>TBD</td>
<td>Round</td>
<td>TBD</td>
</tr>
<tr>
<td>M68 Close Combat Optics</td>
<td>Est. 1,000</td>
<td>Each</td>
<td>TBD</td>
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This requirement is only applicable to contractor employees working on Picatinny Arsenal.

1. All contractor employees (which includes students utilized in the performance of the contract) working on the U.S. Army
installation, Picatinny Arsenal in the State of New Jersey, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by ARDEC and/or Picatinny Arsenal, including but not limited to traffic regulations. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program. The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes and vehicle decals/passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes/decals are required for the term of the contract until completion or until release of the employee.

a. To obtain proper identification, contractor employees requiring recurring access (more than 90 days), must complete an application identification form (SMCAR 3058) for access to the installation. The form can be obtained from the Contracting Officer (CO) or Contracting Officer Representative (COR). The form must be signed by the CO or COR and also identify the contract number and expiration date before the badge can be issued. This form is brought to the Security Division, Badge and Identification Section, Building 1136 for processing of proper identification required per terms of the contract. Contractors requiring access for less than 90 days will be required to obtain a pass (Visitor Registration Form) from the Visitor Control Center. Passes will be issued for dates access is required, not to exceed 90 days. The CO or COR must complete the Visitor Registration Form applications on the PICAWEB prior to the contractor employee arriving at Picatinny Arsenal.

b. For the performance of this contract, the contractor shall utilize only employees who are U.S. Citizens or lawfully admitted and employed non-citizens.

c. The contract will not take effect until the contractor certifies, in writing, that all personnel utilized in the performance of this contract have been, or will be verified to be lawfully employable in the United States, and that the contractor has or will complete a criminal background check before an individual is utilized in performance of this contract.

i. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9(if applicable), or by other applicable INS documentation approved for a specific non-citizen status.

ii. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending adjudication of a crime as defined under New Jersey law, or equivalent offense under the applicable laws of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to ARDEC Security for adjudication of the individual's employability.

d. Any delay in the furnishing of the above, including any delay in the obtaining of the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.

e. The contractor shall utilize only qualified, responsible, and capable employees in the performance of the work on the contract. The Contractor shall not employ persons for contract work to be conducted on the installation who have criminal history. The Contracting Officer will require that the contractor remove from performance of work, employees who have a criminal history, endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of military security. Additionally, the ARDEC Commander may bar such employees from the installation.

f. The identification badge or pass issued to each employee of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.

g. Fingerprinting of employee and any other procedure deemed necessary for the security of Picatinny Arsenal may be required at the discretion of Picatinny Security. All Contractor personnel requiring access to the Picatinny ADP system are required to have a National Agency check.

h. Permission to use photographic capable cell phones on Army installations must be requested through proper security channels. No Portable Electronic Devices (PED) devices will be used in an area where classified information is discussed or electronically processed.

i. Currently, all (to include personally owned) photographic capable devices will not be brought onto the Picatinny Arsenal installation nor used by personnel on Army installations as a photographic device without proper authority granted by the Security Office. If an individual is seen using one of these phones as a photographic device, the phone will be confiscated and turned in to the Security Office. All images on the phone will be removed, and the individual will be allowed to pickup his/her phone at the end of the day from the Security Office. This policy applies to all military personnel, government civilians, contractors, and visitors.

2. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to
3. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name. If a visiting contractor is working on a classified contract his/her visit request with security clearance information must be approved by the ARDEC Industrial Security Division, where it will be held on file. Government employees hosting meetings will verify the contractor employee's security clearance information is on file in the ARDEC Security Division prior to contractor access to classified information.

4. When the contract number under which the badge / pass was obtained is completed (date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return the badges / passes for all of their employees to Picatinny Security and obtain a receipt for each within (3) three business days. Identification cards, Computer Access Cards and computer accounts must be surrendered to ARDEC - Security upon completion of the contract or an employee's termination during the life of the contract.

5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.

6. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, he shall obtain new badges / passes for each of his employees indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.

7. The contractor and each contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges / passes required by paragraph 1 above. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below.

8. The COR has the responsibility to assure contractors comply with the provisions of this clause. The COR/Government Point of Contact (POC) shall coordinate the contractor's obtaining and returning of badges / passes and signature of the Non-disclosure Agreement. The contractor shall furnish, before initiating work under the contract, the COR/Government POC two (2) copies of each fully completed, signed, SMCAR 3058 and non-disclosure statement for each contractor employee. One copy shall be maintained in the COR/Government POC file. The COR/Government POC shall furnish the other copy to the Contracting Officer for inclusion in the official contract file.

9. Contractor Employees having a mission related need to use a camera any place on the Installation will submit a request for camera pass in accordance with ARDEC Regulation 190-4, to the Contracting Officer Representative (COR) of the contract and obtain a camera pass by the Chief of Police prior to bringing a camera onto the installation.

10. Before any contractor employee can be given access to "non-public information" (as defined below) there must be a signed, written agreement between the recipient contractor/contractor employee and the owner of the non-public information. A copy of the agreement will be made a part of the contract file.

**FORMAT FOR NON-DISCLOSURE AGREEMENT**

I, ____________________, an employee and authorized representative of __________________________, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECEIPIENT), under contract number ____________________, agrees to and promises the following:

WHEREAS RECEIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,

WHEREAS, PICATINNY acknowledges that RECEIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECEIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and
acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by PICATINNY under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT’s employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____________________________ (signature)
PRINTED NAME:  _________________________
TITLE:  __________________________________
EMPLOYER: ______________________________

H-5 52.000-4002 LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR OCT/2010
EMPLOYEES (HS7040)

(a) All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for national security systems as defined by 44 U.S.C. 3542(b)(2), should be certified in Level 1 Anti Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at https://atlevel1.dtic.mil/at. The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

(b) The term Federally-controlled facility is defined as:

(1) Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;

(2) Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

(3) Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and

(4) Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

(c) The term Federally-controlled information system means an information system (44 U.S.C. 3502(b)) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)).

(d) The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers.
a. The contractor shall use the safety data provided in the Hazardous Component Safety Data Sheets (HCSDS) to insure the safe handling of the energetic material. The HCSDS are in Section J of the contract.

b. The contractor shall comply with Paragraph F, Chapter 1 of DOD 4146.26M, DOD Contractor's Safety Manual for Ammunition and Explosives. This requires the contractor to submit all site and construction plans through the local Defense Contract Management District Safety Office to the Contracting Officer for approval. The contractor must also submit changes for approval. Contractors will assure that their subcontractors follow the same procedures.

c. Whenever the contractor uses a government facility, he shall comply with the local safety requirements of that facility.

d. The contractor must obtain written approval from the Contracting Officer before the award of a subcontract involving explosives, propellants or pyrotechnic materials. When the contractor requests the Contracting Officer's approval, the Contracting Officer will arrange a Defense Logistics Agency preaward safety survey for each subcontractor.

e. The contractor is responsible for decontaminating all facilities/equipment at the end of the contract unless the contractor intends to continue using the facilities/equipment for similar purposes. Any associated costs must be included as part of the contractors proposal. The contractor must provide the Contracting Officer with a certification that all contaminated facilities/equipment have been decontaminated.

f. The contractor is responsible for properly disposing of hazardous materials during this contract. If disposal is done on the subcontractor's site, the contractor must note this in his site plan per paragraph b, above. The Contracting Officer must approve a subcontractor prior to him performing disposal per paragraph d, above.

g. The contractor will provide reports of accidents/incidents as required by Data Item DI-SAFT-81563. The government reserves the right to investigate any accident/incident under Chapter 2, Paragraphs F and G of DOD 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives.
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:


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

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(a) The Contractor shall test 12 M4 CARBINES AND 12 M4A1 CARBINES in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 340 calendar days from the date of this contract to the following e-mail addresses:

benita.l.moore6.civ@mail.mil
adam.l.foltz.civ@mail.mil
joseph.d.tavoletto.civ@mail.mil
tara.a.kinnaman.civ@mail.mil

The report shall be marked First Article Test Report: Contract No.______ filled in by Contractor. Lot/Item No. ___.

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

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

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

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

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

(i) progress payments, or
(2) Termination settlements if the contract is terminated for the convenience of the Government.

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

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

(End of Clause)

I-117 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 M4 CARBINE or 1 M4A1 CARBINE. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 292,000 M4 or M4A1 Units or

(2) Any order for a combination of items in excess of 292,000 units; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-118 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the M4 CARBINE and M4A1 CARBINE specified, and effective for the 60 month period stated, in the Schedule. The quantities of supplies specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1825 days after contract award.

(End of Clause)

I-119 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD JUL/2013

MANAGEMENT
(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

   (i) Accept payment by check or some other mutually agreeable method of payment; or

   (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ``designated office'') at least once. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

   (i) Making a correct payment;

   (ii) Paying any prompt payment penalty due; and

   (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

   (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

   (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the
rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly online to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.
Portions of this contract are altered as follows:

TBD, at time of Post Award meeting

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

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<table>
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<tr>
<th>NOMENCLATURE</th>
<th>NATIONAL STOCK NUMBER</th>
<th>SENSITIVITY/CATEGORY</th>
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<tbody>
<tr>
<td>M4 CARBINE</td>
<td>1005-01-231-0973</td>
<td>II</td>
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<tr>
<td>M4A1 CARBINE</td>
<td>1005-01-382-0953</td>
<td>II</td>
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<tr>
<td>AMMUNITION M855A1 5.56 MM</td>
<td>1305-01-559-3335</td>
<td>IV</td>
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AMMUNITION M197: THE CONTRACTOR SHALL FURNISH A COMMERCIAL EQUIVALENT, CONFORMING TO ANSI/SAMMI-Z299.4, M197 HIGH PRESSURE AMMUNITION [DRAWING 10533839] TO SUPPORT FAT AND LAT REQUIREMENTS. ONE HIGH PRESSURE ROUND SHALL BE FIRED FOR EACH BOLT PRODUCED AND DELIVERED. THE CONTRACTOR IS RESPONSIBLE FOR PROPER STORAGE AND MAINTENANCE OF THE AMMUNITION.

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

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

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

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

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

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

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

(End of clause)

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(a) DEMILITARIZATION. Item(s) **M4 CARBINE and M4A1 CARBINE** require demilitarization by the Purchaser in the manner and to the degree set forth below:

Demilitarization: At the conclusion of this contract, all excess or unaccepted M4/M4A1 Carbines, components or sub-components shall be demilitarized in accordance with Appendix 4, Category I Small Arms Weapons, Parts, and Accessories of DoD 4160.21-M-1, Defense Demilitarization Manual.

   (1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

   (2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser-

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

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

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--
(i) Have a written code of business ethics and conduct; and

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

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

(End of clause)
useful lives are identified accurately before and after each of the Contractors ownership changes; and

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

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

(End of Clause)

I-128 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCT/2014

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)
separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(i) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(ii) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.
A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small
business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one ISR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)
regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-131  52.222-36  EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES  JUL/2014
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-132  52.223-11  OZONE-DEPLETING SUBSTANCES  MAY/2001
(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *________________________________, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-133  52.234-1  INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III  DEC/1994
(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091–2093).

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

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

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

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

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

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

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: ______________________________
Facility: ______________________________
Military or Federal Specification or Standard: ______________________________
Affected Contract Line Item Number, Subline Item Number, Component, or Element: ______________________________

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

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

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

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

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

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

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

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

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

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

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

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

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

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

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

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)
I-137  252.223-7001  HAZARD WARNING LABELS  DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)     ACT
__________________________________________  _____________________________
__________________________________________  _____________________________
__________________________________________  _____________________________

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

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

(End of clause)


(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that
have an estimated value over $50,000.

(End of clause)
# SECTION J - LIST OF ATTACHMENTS

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


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

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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.

(2) The small business size standard is 1,000.

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

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

(b)(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[i] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

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

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

X   (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

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

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

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

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

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

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

   X  (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
   ___ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
   ___ (iii) 252.225-7020, Trade Agreements Certificate.
       ___ Use with Alternate I.
   ___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
   ___ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
       ___ Use with Alternate I.
       ___ Use with Alternate II.
       ___ Use with Alternate III.
       ___ Use with Alternate IV.
       ___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.
K-10  52.203-2  CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any
consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other
offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated
solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for
the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and
that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this
provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not
participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
[insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not
participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1)
through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement
setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-11  52.209-7  INFORMATION REGARDING RESPONSIBILITY MATTERS  JUL/2013

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

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

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

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

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

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

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

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

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

   (i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.
'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

[ ] (2) Outside the United States.

(End of provision)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

<table>
<thead>
<tr>
<th>Line Items</th>
<th>National Stock Number</th>
<th>Commercial Item (Y or N)</th>
<th>Source of Supply Company Address Part No.</th>
<th>Actual Mfg?</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>
(1) List each deliverable item of supply and item of technical data.

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

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

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

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

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

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


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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>L-2</td>
<td>52.204-7 SYSTEM FOR AWARD MANAGEMENT</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>L-3</td>
<td>52.214-4 FALSE STATEMENTS IN BIDS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>L-4</td>
<td>52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE</td>
<td>APR/1991</td>
</tr>
<tr>
<td>L-5</td>
<td>52.214-35 SUBMISSIONS OF OFFERS IN U.S. CURRENCY</td>
<td>APR/1991</td>
</tr>
<tr>
<td>L-6</td>
<td>52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE</td>
<td>JAN/2004</td>
</tr>
<tr>
<td>L-7</td>
<td>52.215-16 FACILITIES CAPITAL COST OF MONEY</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>L-8</td>
<td>52.216-27 SINGLE OR MULTIPLE AWARDS</td>
<td>OCT/1995</td>
</tr>
<tr>
<td>L-9</td>
<td>52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION</td>
<td>FEB/1999</td>
</tr>
<tr>
<td>L-10</td>
<td>252.215-7008 ONLY ONE OFFER</td>
<td>OCT/2013</td>
</tr>
<tr>
<td>L-11</td>
<td>52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE</td>
<td>APR/2008</td>
</tr>
</tbody>
</table>

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DOA5 rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-12  52.216-1 TYPE OF CONTRACT  APR/1984

The Government contemplates award of no more than two (2) Indefinite Delivery Indefinite Quantity Contract(s) with Firm Fixed Price Delivery Order(s) contract(s) resulting from this solicitation.

(End of Provision)

L-13  52.233-2 SERVICE OF PROTEST  SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Jacalyn B. Dyda, Army Contracting Command-New Jersey, 10 Phipps Road, Picatinny Arsenal, New Jersey, 07806-5000 by obtaining written and dated acknowledgment of receipt from PCO.

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

(End of Provision)

L-14  52.252-3 ALTERATIONS IN SOLICITATION  APR/1984

Portions of this solicitation are altered as follows:

N/A
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:
Web Address: http://www.amc.army.mil/amc/commandcounsel.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property.

Pursuant to FAR 45.201(c), the offeror, including prospective subcontractors are required to submit the following with their offer:

1. A description of all Government property that the prime contractor and/or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

2. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

3. The amount of rent that would otherwise be charged in accordance with FAR 52.237-1, Use and Charges.

4. A description of the prime contractor's and/or any prospective subcontractors' property management system, plan and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property.

If the offeror plans to use any item of Government property in possession of the offeror or its proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offerors possession.
_____ Offer is predicated on use of Government property in offerors subcontractors of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: ____________________________
(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

1. ASSIST https://assist.dla.mil/online/start/
2. Quick Search http://quicksearch.dla.mil/
3. ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

2. Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(End of Provision)

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


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

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

(End of clause)

L. PROPOSAL SUBMISSION:

L.1. Introduction: This section contains general proposal submission instructions as well as specific proposal requirements for the M4/M4A1 Carbine program.

L.1.1 General: The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the Request for Proposal (RFP). The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.
L.2 Proposal Instructions:

L.2.1 General:

L.2.1.1 Offerors shall provide information by addressing each Factor/Subfactor in the format and sequence identified in the solicitation. The Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offerors capability to support the proposed response to the evaluation criteria.

L.2.1.2 The proposal must not merely repeat the solicitation requirements, but rather must provide convincing documentary evidence in support of conclusive statements of how contract requirements will be met.

L.2.1.3 The Government intends to award without discussions (see FAR 52.215-1). Proposals that do not contain the information requested in this solicitation risk being determined Unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.2.1.4 Alternate Proposals: Alternate proposals will not be accepted.

L.2.1.5 Proposals shall be valid for 180 days from date of receipt.

L.2.1.6 SPECIAL NOTICE ACQUISITION SOURCE SELECTION

INTERACTIVE SUPPORT TOOL (ASSIST). During the conduct of this acquisition, the Acquisition Source Selection Interactive Support Tool (ASSIST) will be used by the Government to support the proposal evaluation and source selection process. A separate tool, the ASSIST2industry, will be used in conjunction with ASSIST to accomplish all exchanges with Offerors after receipt of proposals pursuant to Federal Acquisition Regulation (FAR) 15.306. ASSIST2industry provides the ability for the Government to issue, and the Offerors to receive and respond to, all Evaluation Notices (ENS) in a secure online environment.

L.2.1.6.1 In order to initiate the use of ASSIST2industry, the Government requires the names, company titles, telephone numbers, and email addresses of two (2) individuals that the Offeror has designated as responsible for receiving and responding to Government ENS through ASSIST2industry. The designation of two (2) individuals is for the purpose of insuring availability of one individual if the other individual is not available. The required information regarding these two (2) individuals must be submitted with the Offerors proposal and included in the cover letter.

L.2.1.6.2 After the RFQs closing date, the Government will establish an account in ASSIST2industry for each individual identified by the Offeror that has submitted a proposal in response to this RFQ. The two individuals named by the Offeror will be authorized access to that account. Two (2) separate system generated emails will be sent to each individual. One of the emails will contain the individuals ASSIST2industry username. The other email will contain the individuals temporary password. Using the provided username and temporary password, each individual can then go to https://ASSIST2Industry.army.mil to access the account. NOTE: The first time a user logs in, the user will be required to change the temporary password before the user can proceed to use the site.

L.2.1.6.3 Whenever the Government issues ENS to the Offeror through ASSIST2industry, the Governments Contracting Officer will notify the Offeror through a medium independent of ASSIST2industry (e.g., e-mail) that the Offeror has ENS in ASSIST2industry waiting for a response. There will be no ENS in ASSIST2industry until such notice is issued by the Contracting Officer. Offerors can contact the ASSIST2industry helpdesk at (609) 562-7050 or (609) 562-7831 for any technical assistance that may be needed.

*** NOTICE ***

THE OFFERORS ARE CAUTIONED THAT THE SYSTEM GENERATED EMAILS REFERRED TO ABOVE ARE INTENDED FOR ADMINISTRATIVE PURPOSES ONLY. RECEIPT OF THESE EMAILS DOES NOT CONSTITUTE THE COMMENCEMENT OF ANY TYPE OF EXCHANGE WITH THE OFFEROR IN ACCORDANCE WITH FAR 15.306(A),(B), OR (D) (I.E., CLARIFICATIONS, COMMUNICATIONS, OR DISCUSSIONS). ALSO, RECEIPT OF THESE EMAILS DOES NOT SIGNIFY THAT A COMPETITIVE RANGE DETERMINATION IN ACCORDANCE WITH FAR 15.306(C) HAS BEEN MADE OR THAT THE OFFERORS PROPOSAL WILL BE INCLUDED IN THE COMPETITIVE RANGE WHEN THAT DETERMINATION IS MADE. ALL NOTIFICATIONS THAT ANY TYPE OF EXCHANGE WITH THE OFFEROR HAS COMMENCED AND THE OFFEROR HAS EVALUATION NOTICES (ENS) AVAILABLE TO RESPOND TO, OR ANY NOTIFICATION THAT THE OFFERORS PROPOSAL HAS BEEN INCLUDED IN OR EXCLUDED FROM THE COMPETITIVE RANGE, WILL BE SENT TO THE OFFEROR BY THE CONTRACTING OFFICER INDEPENDENTLY OF THE ASSIST2INDUSTRY.

L.2.2 All questions concerning this procurement, either technical or contractual, must be submitted in writing to the Contracting Officer. No direct discussion between the technical representative and a prospective Offeror will be conducted. Questions and proposals shall be submitted to the following point of contact:

Army Contracting Command New Jersey
ACC-NJ-SW, Bldg. 9
ATTN: Robert Phelan Telephone: (973)724-4894
Picatinny Arsenal, NJ 07806-5000
E-mail: mailto:robert.c.phelan4.civ@mail.mil
Alternative Point of Contact:
Army Contracting Command New Jersey
ACC–NJ–SW Bldg. 9
ATTN: Jacalyn B. Dyda Telephone: (973)724-3222
Picatinny Arsenal, NJ 07806-5000
E-mail: mailto:jacalyn.b.dyda.civ@mail.mil

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

L.2.3 The proposal shall consist of the following:

L.2.3.1 Each proposal shall be submitted in the English language and consist of and include all of the following:

a. One (1) signed and completed paper copy of the attached Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the Offeror. Acknowledgment of all amendments to the solicitation and all continuation sheets are to be filled in as directed, i.e., proposed prices in the Pricing Matrices in Section B, any fill-ins required, such as Contract Data Requirements List: DD Form 1423 with Blocks 17 and 18 completed if required, and Certifications and Representations in Section K. Offerors are directed to thoroughly read the solicitation and fill in the required information in the appropriate solicitation clauses. For any fill-ins that are not applicable, the Offeror must acknowledge by indicating N/A. The proposal must also include computation for the use of Government Property, if applicable.

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

c. Representations through System for Award Management. The purpose of electronic Representations and Certifications is to provide all Offerors with a portal in which to submit Representations and Certifications in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract solicitation. As a requirement under the M4/M4A1 Carbine solicitation, all Offerors must submit Representations and Certifications data into the System for Award Management (SAM) at https://www.sam.gov/ and provide one (1) hard copy and one electronic copy (on CD) submitted as an .XPS file. Any Offeror that has previously submitted Representations and Certifications data into SAM is reminded to update the data prior to submitting with the proposal.

L.2.3.2 Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9, alternate II. This plan shall be incorporated into any resultant contract in reference to this RFP.

L.3. Format for Proposal:

L.3.1 The Offerors proposal will be submitted in severable volumes based on the Factors as set forth below and all information specific to each Factor will be confined to that volume. Each proposal must include all volumes and shall be submitted by the closing date and time of the solicitation. Failure to provide any volume may result in the proposal being given an Unacceptable rating. Information provided shall be specific to each Factor. Page limitation for each Volume is as follows:

- **Volume I** Production Capability Factor (Maximum of 200 Pages)
- **Volume II** Past Performance Factor (No Maximum)
- **Volume III** Price Factor (No Maximum) (Section B)
- **Volume IV** Small Business Participation Factor (No Maximum)
- **Volume V** Solicitation, Offer and Award Documents and Certifications/Representations, and Small Business Subcontracting Plan, if applicable.

L.3.2 Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

- Page Size, Width 8.5
- Page Size, Height 11

L.3.3 Length:

L.3.3.1 Each volume shall be as brief as possible, consistent with complete submission. The page count will be made by counting the
L.3.3.2 Deviation from Requested Format: Request for deviations from the requested format shall be submitted to the Procuring Contracting Officer (PCO) no later than 15 days after release of the solicitation. Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any differences between the manner in which the proposal was requested and the manner in which it is proposed to be submitted.

L.3.3.3 The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offerors shall provide a proposal that, at a minimum, addresses those evaluation Factors and Subfactors required in Section M of the RFP.

L.3.3.4 File Packaging - All of the proposal files shall be compressed (zipped) into one file using WinZip version 6.2 or later, or as separate uploads in their native format, i.e. doc, xls, ppt, etc. *Please note Self extracting .exe files will not be accepted.*

L.4. Specific Proposal Instruction:

Offerors are responsible for including sufficient details (i.e., drawings, test data) to permit a complete and accurate evaluation. The proposal shall have an index, which contains narrative titles, which are cross-referenced to both the applicable SOW paragraph and page number. The narrative discussions shall also be related to the applicable SOW paragraph by placing the appropriate SOW number at the beginning of the discussion text. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarifications. The Offeror shall provide detailed narrative discussions that address both the SOW and the Contract Data Requirements List (CDRLs) of the solicitation. All information and data provided shall be specific to the M4/M4A1 program, except for the area of Past Performance. In the response to the Request for Proposal, the Offeror must address the following Factors and Subfactors:

L.4.1 Volume I Factor 1: Production Capability

L.4.1.1 Subfactor 1: Manufacturing Plan

The Offeror shall provide the following specified information with respect to your approach to essential manufacturing facilities for the estimated Monthly Production Quantities: 2,000 minimum and potential 6,000 maximum.

a. Identify available facilities to produce, inspect, assemble, test, package, and ship the M4/M4A1 Carbine.

b. Identify available weapon and ammunition storage facilities, or plan and schedule to obtain required storage facility(ies). Offeror shall distinguish between existing facilities and proposed plans to obtain facilities.

c. Provide a milestone schedule for any new facility construction, and identify the size and capacity of the new facility and any impact that the new facility construction may have on the proposed production schedule.

d. A listing of the proposed sub-contractors and their involvement in the manufacture of the M4/M4A1 and address the above details with regard to subcontracted effort.

e. Provide an integrated master schedule to describe your plans to meet the requirement that supports a minimum production rate of 2,000 and describe how you would ramp up to meet a potential maximum production rate of 6,000 M4/M4A1 per month. Long lead items and Critical Path(s) shall be clearly identified and explained.

f. Describe your proposed production facility(ies) layout to accommodate the minimum and maximum monthly production quantity for the M4/M4A1 Carbiners. Explain your production plan to accommodate meeting the FAT report schedule of 340 days after contract award.

g. Program management and workforce structure to execute the program to meet or exceed the RFP requirements. Include the experience of the Personnel conducting production engineering, quality engineering, setup/programming, and operation of the production equipment.

h. Availability of Personnel (or a plan and schedule to obtain personnel) to perform tasks in accordance with the required program schedule.

L.4.1.2 Subfactor 2: Key Tooling and Equipment

The Offeror shall provide a description of the key tooling and equipment plan for producing of the M4/M4A1 Carbine to meet the requirements of the solicitation.

a. Identify the key tooling and equipment required in production of the M4/M4A1 Carbiners and categorize the equipment and tooling in accordance with its proposed use. Offerors must distinguish between existing tooling and equipment and proposed plans to obtain tooling and equipment.
b. Provide milestones for the operational availability of all key tooling and equipment. Address any problems that the availability of equipment may have on production and how you will remedy that problem.

c. If you plan to use critical subcontractor support, address the above details with regard to subcontracted effort. Critical subcontractors are defined as those that will provide the following components:

<table>
<thead>
<tr>
<th>M4 Part Numbers</th>
<th>M4A1 Part Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>9390009</td>
<td>12991850</td>
</tr>
<tr>
<td>13004788</td>
<td>13004788</td>
</tr>
<tr>
<td>12972670</td>
<td>12972670</td>
</tr>
<tr>
<td>9390015</td>
<td>12972652</td>
</tr>
</tbody>
</table>

The Offeror shall provide Quality Management for producing the M4/M4A1 Carbine to meet the requirements of the solicitation. At a minimum, the following quality assurance information shall be provided in the plan:

a. Identification of the Quality Management System and whether or not it is certified to or compliant with the requirements of ISO 9001:2008 or an equivalent quality program acceptable to the Government. Describe the suitability of the proposed equivalent quality management system to the RFP.

b. Describe the process for in-coming inspection; in-process inspection and control; final inspection; first article and lot acceptance testing.

c. Describe the process for identification, inspection, and control of critical performance characteristics and processes (those characteristics and related processes that could result in loss of performance, test failures, or reduced reliability).

d. Describe the process for inspection and prevention of non-conforming product and control of key parameters.

e. Describe the process for identifying, analyzing (failure investigation), segregating and disposition of nonconforming material.

f. Identify any other initiatives to ensure quality in relation to the RFP.

L.4.2 Volume II Factor 2: Past Performance

L.4.2.1. Offerors shall identify pertinent past history, which indicates that similar efforts of equal or greater complexity have been performed using the Offerors existing plant capability and demonstrate satisfaction of customer requirements.

L.4.2.2. Offerors shall submit a list of all recent Government contracts (prime and major subcontracts) in performance or awarded within the past three (3) years, or awarded earlier than three (3) years ago, but for which deliveries occurred or were scheduled to occur within the past three years, which are relevant to the efforts required by this solicitation. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. Offerors are reminded that both independent data and data provided by the Offerors in their proposals may be used to evaluate the Offerors past performance. The Government plans to rely on existing documentation from Federal databases to the maximum extent practicable. Sources of existing information available to the Government include, but are not limited to, Past Performance Information and Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), and Electronic Subcontract Reporting System (eSRS). The Government may use past performance information obtained from sources other than those identified by the Offeror. The Government reserves the right to use or not use past performance information submitted by the Offeror based on whether or not adequate recorded past performance information is available in its Federal databases. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph may result in rejection or receipt of a high performance risk evaluation by the Government. This part shall be organized into the following sections:

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

(a) Contractor/Subcontractor place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(b) Government contracting activity, and current address, Procuring Contracting Officer’s name, e-mail address, telephone and fax numbers.

(c) Government technical representative/COR, and current e-mail address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officer’s name, and current e-mail address, telephone and fax numbers.

(e) Government contract administration activity’s Pre-Award Monitor’s name and current e-mail address, telephone and fax numbers.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include

---------------------------------------------------------------------------------
| Upper Receiver                      |     12972670        | 12972670         |
---------------------------------------------------------------------------------
| Lower Receiver                     | 9390015              | 12972652         |
The following quantities shall be used to calculate the amount of rent that would otherwise be charged in accordance with FAR 52.245-9.

Local Clause 52.245-4003 Use and Rental of Government Property in Section L for submission instructions. The equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property. Offerors shall refer to competitive advantage that may result from an Offeror using Government property. To eliminate the competitive advantage, a rental factor shall be added to the Offeror's evaluated price. The Offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

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

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

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

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

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

(5) Past Performance Questionnaire. For all contracts identified in Section 1, Past Performance Questionnaires must be completed and submitted (APPENDIX D). The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Officer within thirty (30) calendar days of the release of the RFP, to (jacelyn.b.dyda.civ@mail.mil). The Offeror shall also email to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list within thirty (30) calendar days after release of the RFP. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC (month/day/).}

L.4.3 Volume III Factor 3: Price Factor

L.4.3.1 The Offerors shall submit pricing in Section B for all priced CLINs, including all quantity ranges, when applicable. If an Offeror fails to propose prices for all CLINs and quantities/ranges, the Government may reject the offer. Offerors shall insert in their offer whether they are the owner or a licensee of the technology/technical data for the M4/M4A1, and whether they are an entity of Colt Defense, LLC, Colt's affiliate, or Colt's licensees. If no assertion is provided, the government will assume that the Offeror is not an owner or licensee of any technology/technical data for the M4/M4A1 and are not affiliated with Colt Defense, LLC, resulting in inclusion of the computed Evaluated Royalty Amount in the Offerors total evaluated price. Submission of data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 is a requirement under the contract but shall be Not Separately Priced. The Offeror is required to complete boxes 17 and 18 on each DD 1423 form. The completed DD1423 forms shall be included in the proposal submission. Each Offeror must propose a firm-fixed-price for First Article Test CLINS for all ordering periods. Delivery Orders will be issued in accordance with the procedures for Future Delivery Orders as stated in Section H of the solicitation.

L.4.3.2 Use and Rental of Government Property: In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an Offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property. Offerors shall refer to Local Clause 52.245-4003 Use and Rental of Government Property in Section L for submission instructions.

The following quantities shall be used to calculate the amount of rent that would otherwise be charged in accordance with FAR 52.245-9.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
</table>

Delivery Order Numbers also.

(g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion of work.

(k) Final or projected final, delivery schedule, including dates of start and completion of work.
L.4.3.3 Any HUBZone Small Business Concern shall provide proof of HUBZone certification with its proposal submission.

L.4.3.4 Unbalanced Pricing - If the Offerors' unit prices appear unbalanced when comparing them from ordering period to ordering period, the Offeror shall provide documentation, including calculations and supporting rationale, explaining the apparent unbalanced pricing.

L.4.4 Volume IV Factor 4: Small Business Participation

L.4.4.1 The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.4.4.2 This provision applies to every Offeror regardless of size status or locations of working facilities or headquarters. For proposal preparation purposes, the Offeror's Small Business Participation proposals shall be consistent with any subcontracting references/identification contained elsewhere in any other Factor Volume. Percentages are calculated using proposed total contract price as calculated in accordance with D.4.3. This price becomes the denominator and includes first-tier subcontractors only. For the purpose of evaluating Small Business Participation, the total contract price is determined by multiplying the unit price for a single M4A1 Carbine from ordering period 2, range 60,001-100,000 times 290,000 which is the estimated maximum number of M4 & M4A1 Carbines to be purchased on this contract. Offerors shall also explain their rationale as to why the percentage of SB participation being utilized for this effort is appropriate for their company. Offerors shall describe their approach and efforts undertaken to utilize small businesses (SB). SB targets will be incorporated into any resulting prime contract and contractors will be required to report SB participation.

L.4.4.3 All Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), HUBZone Small Businesses (HUBZone SBs), Veteran-Owned Small Businesses (VOSBs), and Service Disabled Veteran-Owned Small Businesses (SDVOSBs).

L.4.4.4 If the Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, or SDVOSB will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first-tier U.S. small business concerns.

L.4.4.5 Small Business Amounts: All Offerors shall address anticipated U.S. small business concern participation and subcontracting based on the total contract dollars proposed by the Offeror.

L.4.4.6 The Offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

<table>
<thead>
<tr>
<th>Small Business Participation Table (in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Proposed Contract Price: $43,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Category</th>
<th>$ Cost All</th>
<th>% of Small Business</th>
<th>Cost Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Business (SB)</td>
<td>$10.34</td>
<td>24.00%</td>
<td>$10.34 of $43.00</td>
</tr>
<tr>
<td>Small Disadvantaged Business* (SDB)</td>
<td>$2.86</td>
<td>6.65%</td>
<td>$2.86 of $43.00</td>
</tr>
<tr>
<td>Small Disadvantaged Business* (SDB)</td>
<td>$2.36</td>
<td>5.50%</td>
<td>$2.36 of $43.00</td>
</tr>
</tbody>
</table>
### Guidance for filling in the above "Small Business Participation" Table:

(a) Include first-tier subcontractors only. Note that members of a joint venture may be considered the Offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.

(b) If the Offeror is a U.S. small business concern, detail the extent of the Offeror participation as a U.S. small business concern in the same manner as subcontractors to first tier U.S. small business concerns.

(c) Percentages should be rounded to the nearest tenth of a percent.

### Additional Guidance for particular Business Categories:

(a) For "Contract Total Price": Include the Offeror's proposed Total Contract Price on this line.

(b) For SB: Include U.S. small business concerns from all categories (i.e., SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB and SDVOSB are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a $10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: $10,000 under SB, $10,000 under SDB, $10,000 under WOSB, $10,000 under VOSB and $10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (e.g. $40,000 representing the same firm participating at $10,000 in differing categories). Note that the SB percentage is not simply a total of the percentages of each SB subcontract and must be calculated separately as shown in the chart.

(c) For HUBZone SB: Include only "SBA certified" HUBZone SBs. Note that this is different from some of the state HUB certifications.

(d) The term small disadvantaged business, when used in accordance with FAR 52.219-9, includes Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI), in addition to small disadvantaged business concerns. The percentages for HBCU and MI shall be separately identifiable but included in the overall SDB percentage.

### Small Business List:

Each Offeror shall provide the names and CAGE codes of SB concerns (including Offerors if Offeror is a SB concern) who would participate in accomplishing the proposed contract; the SB classification of each U.S. SB concern (i.e., SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB); brief description of specific services to be provided by each SB concern; and estimated total dollars for each service or product.

**a. This data shall be provided in a table format in accordance with the following example:**

<table>
<thead>
<tr>
<th>Name of SB Concern</th>
<th>Cage</th>
<th>Location</th>
<th>SB Class</th>
<th>Description of Supplies or Services</th>
<th>Total $ (in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co.</td>
<td>123XX</td>
<td>City, USA</td>
<td>SB</td>
<td>Wire</td>
<td>$0.50</td>
</tr>
<tr>
<td>DEF Co.</td>
<td>XX123</td>
<td>City, USA</td>
<td>SB</td>
<td>Platinnig</td>
<td>$0.75</td>
</tr>
<tr>
<td>GHI Co.</td>
<td>D0123</td>
<td>City, USA</td>
<td>SB,WOSB,VOSB</td>
<td>CIRCUIT CARDS</td>
<td>$1.20</td>
</tr>
</tbody>
</table>

**b. If a small business does not have a CAGE code, insert the word "None" in the table above. Note that during the evaluation, the Government may request that the Offeror submit a letter from the small business affirming the information provided in your proposal.**

**c. For SB Classifications(s), list all SB classifications that apply to each concern in the table above.**

**L.4.4.7 Small Business List:** Each Offeror shall provide the names and CAGE codes of SB concerns (including Offerors if Offeror is a SB concern) who would participate in accomplishing the proposed contract; the SB classification of each U.S. SB concern (i.e., SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB); brief description of specific services to be provided by each SB concern; and estimated total dollars for each service or product.

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For HELP or FURTHER INFORMATION CONTACT: [Contact Information]

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For MORE INFORMATION: [Additional Information]

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For MORE INFORMATION: [Additional Information]
proposal information provided in response to L.4.4.5 (recognizing that the Small Business Subcontracting Plan percentages will be different in that the percentage calculation denominator is total subcontracting amount as opposed to this Small Business Participation Factor where the percentage calculation denominator is the Offeror's proposed Contract Target Price).

L.4.4.9 Compliance with FAR 52.219-9:

L.4.4.9.1 Offerors which are both: (a) other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP), and (b) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to:

Provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the past twelve (12) months (from date of solicitation issuance). This documentation shall include Individual Subcontracting Reports (ISR/DF Form 294s) which list both goals and accomplishments against individual or master plans. If over the last twelve (12) months from the date of RFP release, the Offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSR/DF Form 295s) to document the accomplishments. (Note: if the Offeror has not performed a contract over the past twelve (12) months, which included FAR 52.219-9, the Offeror shall so state).

L.4.4.9.2 Offerors which have had prior contracts requiring a Small Business Subcontracting Plan IAW FAR 52.219-9 and provide the information requested in D.4.4.9.1 above shall not respond to D.4.4.10 below.

L.4.4.9.3 If the reporting entity listed on a subcontracting report is different from the name of the proposing prime, provide an explanation of the legal relationship between the other entity and the proposing prime and a description of how the other entity's small business accomplishments reported are applicable to the current proposal. This explanation should include Business Name, CAGE Code and DUNS number of the other entity and the proposing prime.

L.4.4.10 Approach to meeting FAR 52.219-8. Offerors which are either U.S. small business concerns, or other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

(a) A description of the Offeror's performance, over the past twelve (12) months (from date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past twelve (12) months (from date of solicitation issuance), which included FAR 52.219-8, the Offeror shall so state);
(b) A description and available documentation of any methods or techniques used to promote small business participation;
(c) Any listings of U.S. small business concerns who are subcontracting candidates;
(d) Internal procedures used to monitor small business participation during contract performance; and/or
(e) Any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.4.5 VOLUME V SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS:

L.4.5.1 Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A through M Fill-ins as required
Section A Standard Form 33 (SF 33), Solicitation, Offer and Award
Section B Supplies or Services and Prices/Costs
Section G Contract Administration Data
Section J Contract Data Requirements List (DD1423) with blocks 17 & 18 completed
Section K Completed Representations, Certifications and Other Statements of Offeror Small Business Subcontracting Plan shall be submitted in accordance with FAR 52.219-9

*** END OF NARRATIVE L0001 ***
SECTION M - EVALUATION FACTORS FOR AWARD

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


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

M. Evaluation Factors for Award

M.1 BASIS FOR AWARD:

M.1.1 The Government intends to no more than two (2) awards as a result of this RFP. The Government will select for award the proposals that are most advantageous and represent the best value to the Government, with the Source Selection Authority (SSA) giving appropriate consideration to the four (4) evaluation Factors: 1) the Production Capability Factor, 2) the Past Performance Factor, 3) the Price Factor, and 4) the Small Business Participation Factor. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation. In making the integrated assessment of the evaluation results, the SSA will give due consideration to all of the Factors and Subfactors and their relative order of importance. For evaluation purposes, the Production Capability Factor is more important than the Past Performance Factor which is more important than the Price Factor, which is more important than the Small Business Participation Factor. When all evaluation Factors other than Price are combined, they are significantly more important than Price. Price will be evaluated, but not rated with a color or adjectival rating. The Government reserves the right to make an award to other than the lowest priced Offeror, or to other than the Offeror with the highest technical rating if the SSA determines that to do so would result in the best value to the Government. Offerors that receive a final rating of Red/Unacceptable at any Factor/Subfactor level are ineligible for award.

M.1.2 The Government intends to evaluate proposals and award a contract without discussions (except for clarifications as described in FAR 15.306(a)), as permitted by FAR 15.306(a)(3) and FAR 52.215-1. However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals. In the event the SSA/PCO concludes conducting Discussions is in the best interest of the Government, the Contracting Officer will establish a competitive range and open discussions. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offerors initial proposal should contain the Offerors best terms from a price and technical standpoint.

M.1.3 Minimum Acceptability: If an Offeror takes exception to any of the terms and conditions of the solicitation, the offer may not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible potential.

M.2. FACTORS AND SUBFACTORS TO BE EVALUATED:

M.2.1 The Government will weigh the relative benefits of each proposal and the SSA will assess the results of the following Factors, listed below in descending order of importance:

Factor 1: Production Capability
Factor 2: Past Performance
Factor 3: Price
Factor 4: Small Business Participation

M.2.1.1 The Production Capability Factor has three Subfactors which are listed below:

Subfactor 1: Manufacturing Plan
Subfactor 2: Key Tooling and Equipment
Subfactor 3: Quality Control

Subfactor 1 is more important than Subfactor 2 which is equal to Subfactor 3.

M.2.1.2 The Past Performance Factor does not have any Subfactors.

M.2.1.3 The Price Factor does not have any Subfactors.

M.2.1.4 The Small Business Participation Factor does not have any Subfactors.

M.2.2 The evaluators will use all the following terms in support of the rating of all non-cost/price evaluation Factors, except for the
Past Performance. The Adverse Past Performance is to be used under the Past Performance Factor only.

M.2.2.1 Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

M.2.2.2 Significant Weakness - A flaw that appreciably increases the risk of unsuccessful contract performance.

M.2.2.3 Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

M.2.2.4 Strength - An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

M.2.2.5 Significant Strength - An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

M.2.2.6 Uncertainty - Any aspect of a non-cost/price Factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

M.2.2.7 Adverse Past Performance Past Performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as PPIRS or FAPIIS.

M.3 EVALUATION APPROACH:

M.3.1 Technical Evaluation Approach

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

M.3.2 Factor 1: Production Capability

The Production Capability Factor and Subfactors will receive a color/adjectival rating in accordance with the chart below. Evaluation of the Subfactors will consider the following:

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal exceeds requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Red</td>
<td>Unacceptable</td>
<td>Proposal does not meet requirements and contains one or more deficiencies. Proposal is unacceptable.</td>
</tr>
</tbody>
</table>

Within the Production Capability Factor, each Subfactor will be rated separately using the color code/adjectival ratings. Each Subfactor will be assessed for significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and uncertainties. Each Subfactor will be assigned an adjectival rating based upon these collective findings. The compilation of these Subfactor adjectival ratings will form the basis of the Factor rating. Offerors that receive a final rating of Red/Unacceptable at any Factor/Subfactor level...
M.3.3 SUBFACTOR 1: Manufacturing Plan

The Government will evaluate the Offerors detailed manufacturing plans for producing and testing the M4/M4A1 Carbine to meet the requirements of the solicitation. The Government will evaluate the proposed manufacturing facilities. The Government will evaluate the Offerors Manufacturing Plan on its ability to be executable and its supportability. The Government will evaluate the following areas:

a. The adequacy and completeness of the manufacturing plan and the Offerors proposed assembly line, including production, test, inspection, assemble, package, and shipping of the M4/M4A1.

b. The adequacy and capacity of the available weapon and ammunition storage facilities or, the proposed plan and schedule to obtain acceptable adequate and complete weapon and ammunition storage facilities for the M4/M4A1 requirement.

c. The adequacy of the Offerors milestone schedule for the proposed plan to obtain and establish facilities, the capacity of any proposed facilities, and any impact to Offerors proposed production schedule for any new facility will also be evaluated.

d. The adequacy and completeness of the proposed subcontract management plan, to include, but not limited to, a listing of subcontractors and their involvement on what each subcontractor is tasked to do to meet the Government solicitation requirements.

e. The adequacy of Offerors integrated master schedule to meet solicitation requirements to support a minimum production rate of 2,000 M4/M4A1 per month and a potential maximum production rate of 6,000 M4/M4A1 per month. Long lead items and Critical Path(s) will be evaluated.

f. The adequacy of the proposed production facility layout to accommodate a minimum production rate of 2,000 and a maximum production rate of 6,000 M4/M4A1 per month and the First Article Test (FAT) report of 340 days after contract award.

g. The adequacy of the Program management and workforce structure to execute the program in order to meet or exceed the RFP requirements.

h. Availability of Personnel (or a plan and schedule to obtain personnel) to perform tasks in accordance with the required program schedule.

M.3.3.1 SUBFACTOR 2: Key Tooling and Equipment

The Government will evaluate the Offerors detailed key tooling and equipment plan that will be used to produce the M4/M4A1 Carbine to meet the requirements defined in this solicitation. The Government will evaluate the following areas:

a. The capability of the key tooling and equipment that will be used to produce the M4/M4A1 or the proposed plan and schedule to acquire the key tooling and equipment needed to produce the M4/M4A1.

b. The adequacy of the proposed milestones for the operational availability of all key tooling and equipment including any problems that the availability of equipment may have on production and the Offerors description of how issues will be addressed and resolved.

c. The adequacy of the proposed critical subcontractor support with regard to the following components:

<table>
<thead>
<tr>
<th></th>
<th>M4 Part Numbers</th>
<th>M4A1 Part Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrel and Barrel Extension Assembly</td>
<td>9390009</td>
<td>12991850</td>
</tr>
<tr>
<td>(Heavy Variant)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bolt Carrier Assembly</td>
<td>13004788</td>
<td>13004788</td>
</tr>
<tr>
<td>Upper Receiver</td>
<td>12972670</td>
<td>12972670</td>
</tr>
<tr>
<td>Lower Receiver</td>
<td>9390015</td>
<td>12972652</td>
</tr>
</tbody>
</table>

M.3.3.3 SUBFACTOR 3: Quality Management

The Government will evaluate the Offerors Quality Management to meet the Quality Assurance requirements as defined in this solicitation. The Government will assess the Offerors plan to be used for the M4/M4A1. The Government will evaluate the following areas:

a. The adequacy of the Quality Management System and whether or not it is certified to or compliant with, the requirements of ISO 9001:2008: or an equivalent quality program acceptable to the Government.

b. The adequacy of the Quality Management plan for in-coming inspection; in-process inspection and control; final inspection; first article and lot acceptance testing.

c. The adequacy of the process for identification, inspection, and control of critical performance characteristics and processes (those characteristics and related processes that could result in loss of performance, test failures, or reduced reliability).

d. The adequacy of the process for inspection and prevention of non-conforming product, and control of key parameters.

e. The adequacy of the Quality Management process for identifying, analyzing, segregating and disposition of non-conforming
M.3.4 FACTOR 2: Past Performance

M.3.4.1 The Offeror and its major/key subcontractors will be evaluated on the quality of their relevant and recent past performance, as it relates to the probability of success on this contract. Both independent data and data provided by Offerors in their proposals may be used to evaluate the Offerors past performance. A single confidence rating will be established.

M.3.4.2 For the purpose of evaluating proposals, recent is defined as occurring within the following time standards: 1) occurring within the past three (3) years, or 2) awarded earlier than three (3) years ago, but for which deliveries occurred or were scheduled to occur within the past three (3) years. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform on this item. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

M.3.4.3 This evaluation will encompass all aspects of schedule, performance and supportability, including the Offerors detailed record of: 1) compliance of products, services, documents, and related deliverables to specification requirements and standards of good workmanship; 2) commitment to customer satisfaction and business-like concern for customers interest, and 3) timeliness of performance for services and product deliverables, including the administrative aspects of performance.

M.3.4.4 Based on the Offerors previous and current experience and performance on same or similar items (maximum three (3) years), including the frequency of cost growths and schedule delays, the Government will assess those risks associated with the Offerors past performance. The Government will focus its inquiry of the Offerors record of performance as it relates to all solicitation requirements, including cost, schedule, and quality of product, timeliness of performance, business practices, and customer significant achievement. Offerors are cautioned that the Government may use data obtained from other sources.

M.3.4.5 Performance Relevancy Assessment: The first aspect of the past performance evaluation is to assess the Offerors past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however the following criteria will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming. In conducting the performance relevancy assessment, each offeror shall be assigned one of the ratings identified below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Relevant</td>
<td>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Relevant</td>
<td>Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Somewhat Relevant</td>
<td>Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Not Relevant</td>
<td>Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
</tbody>
</table>

M.3.4.6 Performance Confidence Assessment: The second aspect of the past performance evaluation is to determine how well the Offeror performed under the contract scope. The past performance evaluation gathers information from customers on how well the Offeror performed those past contracts. In conducting the performance confidence assessment, each Offeror shall be assigned one of the ratings identified below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial</td>
<td>Based of the Offerors recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Based of the Offerors recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Moderate</td>
<td>Based of the Offerors recent/relevant performance record, the Government has an expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Low</td>
<td>Based of the Offerors recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>None</td>
<td>Based of the Offerors recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort.</td>
</tr>
</tbody>
</table>
NOTE TO OFFEROR: An Offeror will not be evaluated either favorably or unfavorably for having Neutral past performance. While an Offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, a Neutral rating can be a determinant during a trade-off analysis with other Offerors who have a performance rating other than Neutral. Additionally, an unfavorable past performance will be considered any information that supports a less than satisfactory rating from sources where the information is from informal rating systems such as PPIRS or FAPPIS.

M.4 Factor 3: Price

M.4.1 The government will compute a total evaluated price for each Offeror which will be used in the trade-off evaluation. If the Government determines that adequate competition was not obtained and/or if the total evaluated price cannot be deemed fair and reasonable, the Government reserves the right to request cost or pricing data and to evaluate such data utilizing the proposal analysis techniques delineated in FAR 15.404-1 as deemed appropriate.

M.4.2 If an Offeror proposes the use of Government property in its possession, the total evaluated price will be adjusted to include a rental equivalent factor for each item of such property calculated in accordance with FAR 52.245-9. This adjustment will apply for the use of Government property by the Offeror as well as any subcontractor thereto. The value of the proposed Government property will be evaluated for cost realism.

M.4.3 Price Evaluation Preference for HUBZone Small Business Concerns: If a HUBZone certified small business concerns submits an offer in response to the solicitation, in accordance with FAR 52.219-4, when applicable and as required by the provision, an adjustment will be made by adding the applicable factor(s) to the price of other offers.

M.4.4 The total evaluated price will be computed by summing the weighted evaluated prices computed from the unit prices proposed in Section B of the solicitation, and the value of Government property in the Offerors (and any subcontractors) possession adjusted for cost realism and the price evaluation preference for HUBZone Small Business Concerns and the royalty adjustment amount, when applicable. The weighted evaluated prices for the priced CLINs will be calculated as follows:

a. Each First Article Test (FAT) CLIN: The weighted evaluated price will be calculated by multiplying the proposed unit price by the evaluated quantity to derive the evaluated amount. The evaluated quantity is the stated quantity. The evaluated amount will be multiplied by the weight per quantity/quantity range percentage to compute the weighted evaluated price per quantity/quantity range. The weighted evaluated price per quantity/quantity range will be multiplied by the weight per weapon system percentage to compute the weighted evaluated price for each FAT CLIN. The weighted evaluated price will be rounded to the nearest hundredth (two decimal places).

b. Each Production CLIN: The weighted evaluated price will be calculated by multiplying the proposed unit price for each quantity range by the evaluated quantity to derive the evaluated amount for each quantity range. The evaluated amount is the median quantity within the quantity range. The evaluated amount will be multiplied by the weight per quantity/quantity range percentage to derive the weighted evaluated price per quantity/quantity range. The weighted evaluated prices per quantity/quantity range will be summed for all quantity ranges within each production CLIN to compute a total weighted evaluated price for each production CLIN. The weighted evaluated price per qty/qty range will be multiplied by the weight per weapon system to derive the weighted evaluated price for each production CLIN. The weighted evaluated price will be rounded to the nearest hundredth (two decimal places).

M.4.5 Evaluated Royalty Amount. In accordance with the license agreement between the US Government and Colt Defense, LLC, a royalty fee is applicable to a portion of the M4 and M4A1 manufactured by an entity other than Colt Defense, LLC, Colt's affiliate, or Colts licensees. As such, an evaluated royalty amount will be added to the total evaluated price of Offerors other than Colt Defense, LLC, Colt's affiliate, or Colts licensees. The royalty price adjustment will be calculated by applying a royalty rate of 5% to a portion of the acquisition price of the M4 and M4A1 weapon system, including FAT units. The applicable portion is the percentage of the price of each weapon system that is subject to a 5% royalty evaluation. The application portion is 36.22% for the M4 and 35.82% for the M4A1. The royalty adjustment amount is calculated as follows:

M.4.5.1 Royalty Adjustment Amount
### M4.6 The proposed production unit prices from the quantity range 1–20,000 for all ordering periods will be multiplied by twelve, the
defined as Minimum Unit Price (MUP) and Maximum Unit Price (MUP). A separate calculation will be
done for the M4 and the M4A1. The weighted evaluated price is calculated for all ordering periods to determine the Total Weighted Evaluated Price for Production CLINs. A separate calculation will be done for the M4 and M4A1. For each weapon system, the Total Weighted Evaluated Price will be derived using the Total Weighted Evaluated Price for Production CLINs to determine the Total Weighted Evaluated Price for Production Units in the TEP. The Total Weighted Evaluated Price for Production CLINs to determine the Total Weighted Evaluated Price for Production Units in the TEP. The Total Weighted Evaluated Price for Production Units in the TEP is calculated using the Total Weighted Evaluated Price for Production Units in the TEP. The weighted evaluated price for Production Units in the TEP will be derived using the Total Weighted Evaluated Price for Production Units in the TEP.

### M4.7 Unbalanced Pricing

Unbalanced pricing exists when, despite an acceptable total evaluated price, one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. In accordance with FAR 15.404-1(g), a proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

### M5 Factor 4: Small Business Participation

#### M5.1 The Small Business Participation factor will receive a color/adjectival rating. The Government will evaluate the extent of first-tier small business participation (in terms of the Offerors proposed Total Contract Price) which the Offeror credibly proposes to subcontract to U.S. small business concerns (including Small Business (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone SB), Veteran-Owned Small Businesses (VOSB), Service Disabled Veteran-Owned Small Businesses (SDVOSB) and/or Historically Black Colleges or Universities and Minority Institutions (HBCU/MI) in the performance of the contract. For the purpose of this evaluation, the extent of Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for North American Industry Classification System (NAICS) code 332994, will also be considered small business participation.

#### M5.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies challenging goals for participation by U.S. small business concerns and the adequacy of the rationale that support those goals (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the Offerors proposed Total Contract Price.

b. An assessment of the realism, that includes strengths and weaknesses, that the Offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the Offerors proposed small business participation approach and the probability that the Offeror will satisfy commitments and requirements on the resulting contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

<table>
<thead>
<tr>
<th>Weapon System</th>
<th>Total Price for FAT Units</th>
<th>Weighted Evaluated Price for CLINs</th>
<th>Total Price/Weighted Evaluated Price for Production Units</th>
<th>Allocation</th>
<th>Total Dollars Subject to Royalty</th>
<th>Royalty Allocation</th>
<th>Evaluated Royalty Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M4</td>
<td>$200,000.00</td>
<td>$200,000,000.00</td>
<td>$200,200,000.00</td>
<td>36.22%</td>
<td>$72,512,440.00</td>
<td>5.00%</td>
<td>$3,625,622.00</td>
</tr>
<tr>
<td>M4A1</td>
<td>$400,000.00</td>
<td>$300,000,000.00</td>
<td>$300,400,000.00</td>
<td>35.82%</td>
<td>$107,603,280.00</td>
<td>5.00%</td>
<td>$5,380,164.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$9,005,786.00</td>
</tr>
</tbody>
</table>

For each weapon system, the Total Price for Units in the TEP will be derived using the Total Weighted Evaluated Price for Production Units in the TEP. The Evaluated Royalty Amount for the M4 and M4A1 will be determined by multiplying the Total Dollars Subject to Royalty in the TEP by the evaluated royalty rate of 5%. The Total Dollars Subject to Royalty in the TEP will be calculated by multiplying the Total Price for Units in the TEP by the allocation percentage for each weapon system to determine the Total Price for Units in the TEP.

The royalty is only applicable to a portion of the acquisition price of the M4 and M4A1. The royalty percentage will be multiplied by the Total Dollars Subject to Royalty in the TEP to calculate the Evaluated Royalty Amount for the M4 and M4A1. The Evaluated Royalty Amount for the M4 and M4A1 will be summed to derive the Evaluated Royalty Amount.

### TABLE

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal meets small business requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal meets small business requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal meets small business requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is low.</td>
</tr>
</tbody>
</table>
**M.6 DETERMINATION OF RESPONSIBILITY:**

M.6.1 As an element of determining the responsibility of Offerors who are large businesses, the Procurement Contracting Officer (PCO) will evaluate the adequacy of the Offerors Small Business Subcontracting Plan in accordance with FAR 19.705.

M.6.2 For small businesses, a Certificate of Competency may be required by the Contracting Officer in accordance with FAR 19.6.

M.6.3 A Pre-award Survey shall be required by the Contracting Officer in accordance with FAR 9.106.

M.6.4 For actions over $10 Million, a Preaward Clearance by the Office of Federal Contract Compliance Programs (OFCCP) will be required in accordance with FAR 22.805 (a).

M.6.5 In accordance with FAR 9.104-2(a) the following is considered a special standard of responsibility: The items procured under this contract must be manufactured exclusively within the United States or its Territories. An Offeror under this solicitation, by submitting a proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States or its Territories and also agrees that any failure to have the items so manufactured will be a material breach of the contract.

*** END OF NARRATIVE M0001 ***