**Contract Number:** W15QKN-11-D-0153  
**Contract Name:** SLAM

**Tally Number:** P0348  
**Award Date:** 6/15/2011

---

### Instructions for Completion

**Contracts:**

1. Complete contract information above.
2. Add special flow downs and define their applicability to below list.
3. Forward to Material Program Manager along with a copy of the contract.

<table>
<thead>
<tr>
<th>Applies</th>
<th>Clause Number</th>
<th>Description</th>
<th>Applicability</th>
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<tr>
<td></td>
<td>252.225-7010</td>
<td>Commercial Derivative Military Article</td>
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<tr>
<td>✓</td>
<td>SECTION C - DESCRIP/SPEC/SOW</td>
<td>Explosive Matl Handling clause</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>SECTION D - PKGING AND MARKING</td>
<td>Includes Transportation reqmt</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>SECTION E - INSPEC / ACCEPTANCE</td>
<td>Contains FAAT Requirement clauses</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>SECTION F - DELIVERIES</td>
<td></td>
<td></td>
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<tr>
<td>✓</td>
<td>SECTION G - CONTRACT ADMIN</td>
<td>Electronic Invoicing/Payment clauses</td>
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<tr>
<td>✓</td>
<td>SECTION H - SPECIAL REQMTS</td>
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<tr>
<td>✓</td>
<td>SECTION I - FAR / DFAR CLAUSES</td>
<td>Contains FAAT Reqmt clauses</td>
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<td>DD254 / SCG</td>
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**Material Program Manager:**

1. Review and validate.
2. Forward copies to buyers.
SPECIAL U.S. GOVERNMENT PROVISIONS

Program Description: SLAM

Prime Contract Number: W15QKN-11-D-0153

Prime Award Date: 16 JUNE 2011

Prime Contract Mod: N/A

Priority Rating: DO-A6

Prime RFP Number: W15QKN-10-R-0101

Prime Contract Type: FFP
### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<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>52.223-4105 EXPLOSIVE MATERIAL HANDLING (CS7030)</td>
<td>OCT/2020</td>
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</table>

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.

C-2 Statement of Work - Moved to Section J, Attachments, Attachment 01.

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

Detailed Packaging Requirements

D.1. PRESERVATION, PACKAGING and PACKING REQUIREMENTS for the:

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DODTC</th>
<th>NSN</th>
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</thead>
<tbody>
<tr>
<td>MA1</td>
<td>Demolition</td>
<td>MP12</td>
<td>1375-01-537-9275</td>
</tr>
</tbody>
</table>

a. BAR CODES REQUIRED

b. Detailed Preservation and Packaging Requirements:
   Preservation and Packaging shall be in accordance with drawings 13010273 and 13007594.

C. Detailed Packing Requirements:
   Packing for STAM MA1 shall be in accordance with drawings 13010273 and 13007594.

d. Detailed Marking Requirements:
   Marking for STAM MA1 shall be in accordance with drawings 13010273 and 13007594. Unitization marking shall be in accordance with drawings 13007594.

e. Detailed Unitization Requirements:
   Unitization shall be in accordance with Unitization Procedures drawings 19-48-4116/957-20PA1002.

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

1. Wood Heat Treatment:
   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 (ALSAC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, damage, 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) wood certified by an accredited agency recognized by the ALSAC 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 ALSAC 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 damage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSAC 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. 2D Bar Code requirement:
   2D Bar code in accordance with drawing 12999848 is required for this contract.

3. POP marking requirement:
   PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the contractor shall ensure either that the container has been tested by either a U.S. Government approved Performance Oriented Packaging (POP) test laboratory or by the government itself in compliance with POP requirements in accordance with Title 49, Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight or the certification weight specified on the packaging drawings, whichever is higher) which shall be marked on the tested container. POP marking, however, shall not be applied to the container until verified by the U.S. Government as follows:
   - the POP test report shall be prepared by the POP test laboratory in accordance with DF-PACK-01599 (Data Item Description) following the test
   - the report must be kept on file by the contractor and must also be submitted to the U.S. Army (ARDEC Packaging Div) for verification as directed in the contract data requirements list (CDRL) DD Form 1422
   - the US Army will review the report, prepare an endorsement letter, and submit the package to the Defense Logistics Agency (DLA) for multi-year contracts, the contractor shall re-perform POP testing at a certified POP test laboratory if:
   (a) The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years) or (b) There is a change in container manufacturer, design, or manufacturing processes of the exterior shipping container.

EXCEPTION TO POP MARKING: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Comptant Authority of the country of manufacture. The contractor should also provide a copy of the POP Test Report to the U.S. Army (ARDEC Packaging Div) for concurrence prior to shipment.
**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PHN/SHN** W15Q09-11-D-0153  
**MOD/AMD**

**Page 32 of 87**

**Name of Offeror or Contractor:** ALLIANT TECHEMTECH SYSTEMS INC.

**4. Comprehensive Procurement Guideline (CPG) requirement:**

The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at [http://www.epa.gov/cpg/](http://www.epa.gov/cpg/). Packaging materials must either meet or exceed the CPG unless otherwise specified.

**5. Wood Preservation Treatment requirement:**

Wood Preservation Treatment. All wood packaging materials (i.e., pallets and reeved-packs) shall be treated with any of the following water based wood preservatives: 2% (as metal) copper naphthenate, 3% (as metal) zinc naphthenate or 1.8% copper-8-quinolinolate (as solution). All surfaces of the wood, or the finished wood parts thereof, shall be completely immersed for a period of 1 minute and allowed to thoroughly dry. Drying may be accomplished by kiln, oven or allowed to air dry for a period of 24 hours minimum providing good circulation of air around all surfaces of the wood.

**D.2 TRANSPORTATION REQUIREMENTS for the:**

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DOT/DIC</th>
<th>NSN</th>
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<tbody>
<tr>
<td>M4A1</td>
<td>DM12</td>
<td>1375-01-537-9278</td>
<td></td>
</tr>
</tbody>
</table>

a. Number of items being procured and the delivery schedule:

See delivery schedule.

b. Estimated weight of the item in its shipping container is less than 200 pounds per item.

c. Security classification of the material to be shipped:

Unclassified

d. The DOT container marking and hazard classification is as follows:

DOT Marking/Hazard Classification will be determined under contract

e. Transportation Security Category for Arms, Ammunition or Explosives (AAEE) as categorized in DoD 5120.76-N: Category II.

f. Government Furnished Property (GFP): See Section H for schedule of GFP.

**D.3 PRESERVATION, PACKAGING and PACKING REQUIREMENTS for the:**

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DOT/DIC</th>
<th>NSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Furnished Warhead Assembly (M4)</td>
<td></td>
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</table>

a. BAR CODES REQUIRED

**D.4 Detailed Preservation and Packaging Requirements:**

Preservation and Packaging shall be in accordance with drawings 12977253 and 12977255.

c. Detailed Packing Requirements:

Packing for SLAM M4 shall be in accordance with drawings 12977253 and 12977255.

d. Detailed Marking Requirements:

Marking for SLAM M4 shall be in accordance with drawings 12977253 and 12977255. Unification marking shall be in accordance with drawings ACV0561.

e. Detailed Unitization Requirements:

Unitization shall be in accordance with Unitization Procedures drawings 13-48-4116/950-26PA1002.

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

Not applicable since M4 is already packed and the Government is shipping M4s from Depot to contractor site for installing M4 warhead on M4A1.

**D.4 TRANSPORTATION REQUIREMENTS for the:**

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DOT/DIC</th>
<th>NSN</th>
</tr>
</thead>
</table>
a. Number of items being procured and the delivery schedule:

See delivery schedule.

b. Estimated weight of the item in its shipping container is less than 200 pounds per item.

c. Security classification of the material to be shipped: Unclassified

d. The DOT container marking and hazard classification is as follows:

DOT Container Marking: ARTICLES, EXPLOSIVE, N.O.S. and UN0453. Hazard Classification (Explosives only): 1.1D.

e. Transportation Security Category for Arms, Ammunition or Explosives (AAE) as categorized in DoD 5100.76-M: Category II.

f. Government Furnished Property (GFP): See Section H for schedule of GFP.

D.S. PRESERVATION, PACKAGING and PACKING REQUIREMENTS for the:

Item Nomenclature Category DODQC RSN
M320A1 Demolition 6910-01-562-8085

a. BAR CODES REQUIRED

b. Detailed Preservation and Packaging Requirements:

Preservation and Packaging shall be in accordance with drawings 13011867 and 13011866.

c. Detailed Packing Requirements:

Packing for SLAM M320A1 shall be in accordance with drawings 13011867 and 13011866.

d. Detailed Marking Requirements:

Marking for SLAM M320A1 shall be in accordance with drawings 13011867 and 13011866.

Unitization marking shall be in accordance with drawings ACV00561.

e. Detailed Unitization Requirements:

Unitization shall be in accordance with Unitization Procedures drawings 19-48-4116/957-20PA1002.

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

1. Wood Heat Treatment:

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 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 damage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved UBNNAK 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. 2D Bar Code requirement:

2D Bar coding in accordance with drawing 12999545 is required for this contract.

3. POP marking requirement:

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the contractor shall ensure either that the container has been tested by either a U.S. Government approved Performance Oriented Packaging (POP) test laboratory or by the government itself, in compliance with POP requirements in accordance with Title 49, Code of Federal Regulations. Test shall be to a weight at least 10% greater than the actual gross weight or the certification weight specified on the packaging drawings, (whichever is higher), which shall be marked on the tested container. POP marking, however, shall not be applied to the container until verified by the U.S. Government as follows:
- the POP test report shall be prepared by the POP test laboratory in accordance with DT-PACK-81059 (Data Item Description) following the test.

- the report must be kept on file by the contractor and must also be submitted to the U.S. Army (ARDEC Packaging Div) for verification as directed in the contract data requirements list (CDRL) DD Form 1423.

- the US Army will review the report, prepare an endorsement letter, and submit the package to the Defense Logistics Agency (DLA). For multi-year contracts, the contractor shall re-perform POP testing at a certified POP test laboratory if:

  (a) The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years) or

  (b) There is a change in container manufacturer, design, or manufacturing processes of the exterior shipping container.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture. The contractor should also provide a copy of the POP Test Report to the U.S. Army (ARDEC Packaging Div) for concurrence prior to shipment.

4. Comprehensive Procurement Guideline (CPG) requirement:
The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of SPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at http://www.cpa.gov/cpg/. Packaging materials must either meet or exceed the CPG unless otherwise specified.

5. Wood Preservation Treatment requirement:
Wood Preservation Treatment. All wood packaging materials (i.e. pallets and over-packs) shall be treated with any of the following water-based wood preservatives: 2% (as metal) copper naphthenate, 2% (as metal) zinc naphthenate or 1.6% copper-6-quinolinolate (as salt). All surfaces of the wood, or the finished wood parts thereof, shall be completely immersed for a period of 1 minute and allowed to thoroughly dry. Drying may be accomplished by kiln, oven or allowed to air dry for a period of 24 hours minimum providing good circulation of air around all surfaces of the wood.

D.6. TRANSPORTATION REQUIREMENTS for the:

<table>
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<tr>
<th>Item Nomenclature</th>
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<th>NSN</th>
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<td>M929A1</td>
<td>Demolition</td>
<td>6910-01-562-8085</td>
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a. Number of items being procured and the delivery schedule: New delivery schedule.

b. Estimated weight of the item in its shipping container is less than 200 pounds per item.

c. Security classification of the material to be shipped: Unclassified

d. The DOT container marking and hazard classification is as follows:

Non Hazardous (No DOT Marking Required)

e. Transportation Security Category for Arms, Ammunition or Explosives (AAAE) as categorized in DoD 5106.76-M: Item is not AAAE

f. Government Furnished Property (GFP): NSNR

D.7. PRESERVATION, PACKAGING and PACKAGING REQUIREMENTS for the:

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<td>Lightweight: MA1 - Type 4</td>
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a. BAR COBBS NOT REQUIRED

b. Detailed Preservation and Packaging Requirements:
Preservation and Packaging shall be in accordance with drawings 13010273 and 13007594.
c. Detailed Packing Requirements:
Packing for SLAM M4A1 shall be in accordance with drawings 13010273 and 13067594.

d. Detailed Marking Requirements:
Marking for SLAM M4A1 shall be in accordance with drawings 13010273 and 13067594.

e. Detailed Unitization Requirements:
N/A

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

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the contractor shall ensure either that the container has been tested by either a U.S. Government approved Performance Oriented Packaging (POP) test laboratory or by the government itself in compliance with POP requirements in accordance with Title 49, Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight or the certification weight specified on the packaging drawings, whichever is higher, which shall be marked on the tested container. POP marking, however, shall not be applied to the container until verified by the U.S. Government as follows:

- The POP test report shall be prepared by the POP test laboratory in accordance with D1-PACK-81059 (Data Item Description) following the test.

- The report must be kept on file by the contractor and must also be submitted to the U.S. Army (ARDEC Packaging Div) for verification as directed in the contract data requirements list (CDRL) DD Form 4423.

- The US Army will review the report, prepare an endorsement letter, and submit the package to the Defense Logistics Agency (DLA).

For multiyear contracts, the contractor shall re-perform POP testing at a certified POP test laboratory if:
(a) The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years) or
(b) There is a change in container manufacturer, design, or manufacturing processes of the exterior shipping container.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

The contractor should also provide a copy of the POP Test Report to the U.S. Army (ARDEC Packaging Div) for concurrence prior to shipment.

Add the Comprehensive Procurement Guideline (CPG) requirement:

The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at http://www.epa.gov/cpg/. Packaging materials must either meet or exceed the CPG unless otherwise specified.

D.8. TRANSPORTATION REQUIREMENTS for the:

<table>
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<th>Item</th>
<th>Category</th>
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<th>NSN</th>
<th>MAX Quantity</th>
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<td>Lightweight: M4A1 - Type 4</td>
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<td></td>
<td>6</td>
</tr>
</tbody>
</table>

a. Number of items being procured and the delivery schedule:

See delivery schedule and above table list for quantities.

b. estimated weight of the item in its shipping container is less than 200 pounds.

c. Security classification of the material to be shipped:

Unclassified

d. DOT Container Marking:

Marking for SLAM M4A1 shall be determined during the course of the contract.
The DOT container marking and hazard classification is as follows:

**DOT Marking/Hazard Classification** will be determined under contract.

**f. Transportation Security Category for Ammunition (AAM) as Categorized in Dodd 5100.76-M:** Category III.

**g. Government Furnished Property (GFP):** None.

**D.3. Preservation, Packaging and Packing Requirements** for the:

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category DODIC</th>
<th>NSN</th>
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<tbody>
<tr>
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<tr>
<td>Assemblies</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**a. BAR CODES NOT REQUIRED**

**g. Detailed Preservation and Packaging Requirements:**

Commercial Packaging Requirement in accordance with CFR 49 shall apply.

**h. Detailed Packing Requirements:**

Commercial Packaging Requirement in accordance with CFR 49 shall apply.

**i. Detailed Marking Requirements:**

Commercial Packaging Requirement in accordance with CFR 49 shall apply.

**j. Detailed Unitization Requirements:**

N/A

**k. Applicable Exception(s)/Special Notes to Packaging Requirements:**

**PERFORMANCE ORIENTED PACKAGING:** Prior to shipment, the contractor shall ensure that the container has been tested by either a U.S. Government approved Performance Oriented Packaging (POP) test laboratory or by the government itself in accordance with POP requirements in accordance with Title 49, Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight or the certification weight specified on the packaging drawings (whichever is higher) which shall be marked on the tested container. POP marking, however, shall not be applied to the container until verified by the U.S. Government as follows:

- the POP test report shall be prepared by the POP test laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test
- the report must be kept on file by the contractor and must also be submitted to the U.S. Army (ARDEC Packaging Div) for verification as directed in the contract data requirements list (CDRL) ED Form 1423
- the US Army will review the report, prepare an endorsement letter, and submit the package to the Defense Logistics Agency (DLA)

For multi-year contracts, the contractor shall re-perform POP testing at a certified POP test laboratory if:

(a) The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years) or

(b) There is a change in container manufacturer, design, or manufacturing processes of the exterior shipping container.

**EXCEPTION TO POP MARKINGS:** If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification mark provided in this contract (if applicable). The contractor/container manufacturer (outside-the-USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation Competent Authority of the country of manufacture. The contractor should also provide a copy of the POP Test Report to the U.S. Army (ARDEC Packaging Div) for concurrence prior to shipment.

**Add the Comprehensive Procurement Guideline (CPG) requirement:**

The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at [http://www.epa.gov/cpg/](http://www.epa.gov/cpg/). Packaging materials must either meet or exceed the CPG unless otherwise specified.

**D.10. TRANSPORTATION REQUIREMENTS** for the:

<table>
<thead>
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<th>Item Nomenclature</th>
<th>Category DODIC</th>
<th>NSN</th>
<th>Quantity (max auth)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
M4A1 HED Battery

Assembly

a. Number of items being procured and the delivery schedule:

See delivery schedule and above table list for quantities.

b. Estimated weight of the item in its shipping container is less than 200 pounds.

c. Security classification of the material to be shipped: Unclassified

d. DOT Container Marking:

DOT Container Marking shall be applied by battery manufacturer.

e. The DOT container marking and hazard classification is as follows:

DOT Marking/Hazard Classification will be determined under contract

F. Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5200.76-M: Item is not AA&E.

g. Government Furnished Property (GFP): None.

D.11. PRESERVATION, PACKAGING and PACKING REQUIREMENTS for the:

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DODIC</th>
<th>NSN</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>M4A1 Circuit Card</td>
<td>Circuit Board</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. BAR CODES NOT REQUIRED

b. Detailed Preservation and Packaging Requirements:

Commercial Packaging Requirement shall apply.

c. Detailed Packing Requirements:

Commercial Packaging Requirement shall apply.

d. Detailed Marking Requirements:

Commercial Packaging Requirement shall apply.

e. Detailed Unitation Requirements:

N/A

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

Add the Comprehensive Procurement Guideline (CPG) requirement:

The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EVA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at http://www.epa.gov/cpg/. Packaging materials must either meet or exceed the CPG unless otherwise specified.

D.12. TRANSPORTATION REQUIREMENTS for the:

<table>
<thead>
<tr>
<th>Item Nomenclature</th>
<th>Category</th>
<th>DODIC</th>
<th>NSN</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>M4A1 Circuit Card</td>
<td>Circuit Board</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. Number of items being procured and the delivery schedule:

See delivery schedule and above table list for quantities.
b. Estimated weight of the item in its shipping container is less than 200 pounds.

c. Security classification of the material to be shipped: Unclassified

d. DOT Container Marking:

DOT Container Marking shall be determined during the course of the contract.

a. The DOT container marking and hazard classification is as follows:

Non-Hazardous (No DOT marking required).

f. Transportation Security Category for Arms, Ammunition or Explosives (TSC) as categorized in DoD 5100.76-M: Item is not AAM.

g. Government Furnished Property (GFP): None.

D.13 PRESERVATION

Item None

Munition, Selectable None

Lightweight: MA1 for M4

a. BAR CODES NOT REQUIRED

b. Detailed Preservation and Packaging Requirements:

Preservation and Packaging shall be in accordance with drawings 13010273 and 13007594.

c. Detailed Packing Requirements:

Packing for SLAM MA1 shall be in accordance with drawings 13010273 and 13007594.

d. Detailed Marking Requirements:

Marking for SLAM MA1 shall be determined during the course of the contract.

e. Detailed Unitization Requirements:

W/A

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

Add POP marking requirement:

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the contractor shall ensure either that the container has been tested by either a U.S. Government approved Performance Oriented Packaging (POP) test laboratory or by the government itself in compliance with POP requirements in accordance with Title 49, Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight or the certification weight specified on the packaging drawings, whichever is higher, which shall be marked on the tested container. POP marking, however, shall not be applied to the container until verified by the U.S. Government as follows:

- the POP test report shall be prepared by the POP test laboratory in accordance with DI-PACK-81039 [Data Item Description] following the test;
- the report must be kept on file by the contractor and must also be submitted to the U.S. Army (ARDSC Packaging Div) for verification as directed in the contract data requirements list (CDRL) DA Form 1423;
- the US Army will review the report, prepare an endorsement letter, and submit the package to the Defense Logistics Agency (DLA)

For multi-year contracts, the contractor shall re-perform POP testing at a certified POP test laboratory if:

(a) The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years)
(b) There is a change in container manufacturer, design, or manufacturing processes of the exterior shipping container.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor shall not apply the UN POP certification Mark provided in this contract (if applicable). The contractor/container manufacturer (outside the USA) is responsible to perform the UN POP certification tests and apply the marking authorized by the Transportation competent authority of the country of manufacture.

The contractor should also provide a copy of the POP Test Report to the U.S. Army (ARDSC Packaging Div) for concurrence prior to shipment.
Add the Comprehensive Procurement Guideline (CPG) requirement:

The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at http://www.epa.gov/cpg/. Packaging materials must either meet or exceed the CPG unless otherwise specified.

D.14. TRANSPORTATION REQUIREMENTS for the

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a. Number of items being procured and the delivery schedule:

See delivery schedule and above table list for quantities.

b. Estimated weight of the item in its shipping container is less than 200 pounds.

c. Security classification of the material to be shipped: Unclassified

d. DOT Container Marking:

DOT Container Marking shall be determined during the course of the contract.

e. The DOT container marking and hazard classification is as follows:

DOT Marking/Hazard Classification will be determined under contract.

f. Transportation Security Category for Arms, Ammunition or Explosives (AAAE) as categorized in DoD 5100.76-M: Category III.

g. Government Furnished Property (GFP): None.

*** END OF NARRATIVE D0001 ***

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, desiccants, water-proof and/or water-vapor-proof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, critical material) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration and prevent damage during handling and shipment.

2. Unit package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of the unit package shall be a container such as a sealed bag, carton or box.

2.2 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
3. Intermediate Package

3.1 Intermediate Packaging - The use of intermediate packaging is required whenever one or more of the following conditions exist:

a. The quantity is over one (1) gross of the same national stock number.

b. Use enhances handling and inventorying.

c. The exterior surface of the unit pack is a barrier bag.

d. The unit pack is less than 64 cubic inches.

e. The weight of the unit pack is less than five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of the minimum cube to contain and protect the items.

4.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

5. Unitization: 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.

6. Marking

All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitize loads shall be marked in accordance with MIL-SL-123, Revision F, Change Notice 4, Date 19 September 2007 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 material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Supplier Passive RFID Information Guide and Supplier Implementation Plan.

If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

7. Hazardous Materials

7.1 A hazardous material is defined as a substance which has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. This includes all items listed as hazardous in Title 49 CFR and other applicable modal regulations effective at the time of shipment. Ammunition and explosives (Hazard Class 1) are special cases and must be properly hazard classified and registered with the competent authority of the United States (Department of Transportation).

7.2 Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:


7.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the regulations of the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

7.4 A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside a waterproof sealed pouch attached to the outside of the package.

8. 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 (at or over 70 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configurations 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.

9. Quality Assurance - The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
SECTION B - INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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*** END OF NARRATIVE 20001 ***

Regulatory Cite   Title   Date
E-1  52.246-2   INSPECTION OF SUPPLIERS--FIXED-PRICE   AD 1996
E-2  52.246-16  RESPONSIBILITY FOR SUPPLIERS   APR/1996

E-3  52.246-11  HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT   FEB/1999

The Contractor shall comply with the higher-level quality standard selected below.

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(End of Clause)
CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SHIN W15QKN-11-D-0153 MOD/AMD

Page 43 of 87

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

E-4 52.209-4000 FIRST ARTICLE TEST (GOVERNMENT TESTING) (R56909) 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 delivered by the Contractor Free On Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

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

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

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

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

E-5 52.209-4000 FIRST ARTICLE TEST (CONTRACTOR TESTING) (R56910) 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 certifications 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 16 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 16 days in length provided that the same or similar items manufactured using the same processes have
CONTINUATION SHEET

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

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) One-time 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 QAP's verification will be provided. One copy of the First Article Test Report will be copy furnished to RDAR-ARP, Attn: Bob McGhee and to RDAR-MEM-G, Attn: Nishit Patel and to DCMA Administrative Contracting Officer.

I. 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 occur, 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.

E-6 52.209-4006  DESIGN VERIFICATION (856915)  OCT/2010

a. The Design Verification sample shall consist of the applicable items and quantities as identified in the approved Design Verification Test Plan in accordance with FRD 13004466 (11 April 2007) and FRD 13004465 (4 April 2007) - which shall be verified in accordance with the contract and specification applicable drawings, FRD 13004466 (11 April 2007), GED 13004465 (4 April 2007) and documented in the Design Verification Test Plan. Unless the Government is performing the test, all costs associated with this test are the responsibility of the contractor.

b. The Design Verification sample shall be delivered to Yuma Proving Ground, AZ. Unless otherwise specified below, the CONTRACTOR is responsible for the conduct of all tests and associated test documentation. If the Government is to perform testing, the contractor is responsible for shipping the test sample and all resubmission samples to and from the test site.

Address: U. S. Army Yuma Proving Ground
Bldg 3740 Kofs Firing Range, Aberdeen
Yuma, AZ 85365-9498
ATTN: Steve Bateman's (928)326-7261
GONAC: 061P4X

c. The contractor shall provide at least 15 calendar days' advance notice of the Design Verification test to RDAR-MEM-G Attn: Mr. Nishit Patel so the Government may witness the testing.

d. The Contracting Officer will provide notice of approval, conditional approval or disapproval of the sample within 15 calendar days of receipt of the Design Verification test report. The notice of conditional approval or disapproval shall not relieve the contractor of the requirement to comply with the terms of the contract. The notice of conditional approval or disapproval will state the reasons for the disposition and may state that further action is required. Further action may include corrective action and resubmission of a new sample at the contractor's expense. A notice of disapproval may be considered reason for termination of the contract.

e. Before design verification test 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 unless specific written authorization is granted by the Contracting Officer. The contractor is responsible for verification that all configuration changes necessary to achieve design verification test approval are incorporated into the production quantities.

f. The Government may waive all or part of the Design Verification test for supply of an identical or similar design to that previously furnished by the contractor. The contractor may request a waiver but must provide evidence of prior successful verification of the design to the technical requirements.
g. Notwithstanding a waiver, a new Design Verification, or portions of one, may be required by the contracting officer when a configuration change occurs that experience and judgment indicates will affect:

1. Interface characteristics
2. Form, fit, function or performance
3. Support and ownership requirements n/a
4. Operating requirements (PRD 13004445 & PRD 13004466)

In this situation, the contractor shall notify the contracting officer so that a determination can be made concerning the need for a new Design Verification. The costs for a new Design Verification resulting from a design change not requested by the Government shall be borne by the contractor.

E-7  52.246-4000  ACCEPTANCE (ES903)  OCT/2010

[X ] Acceptance will be at the contractor's plant.

[ ] Acceptance will be at destination.

E-8  52.246-4001  GOVERNMENT PROCUREMENT QUALITY ASSURANCE ACTIONS (ES902)  OCT/2010

Government Procurement Quality Assurance (PQA) actions will be accomplished by the Government's Quality Assurance Representative (QAR) at:

[X ] Contractors Plant

[ ] Destination

[ ] Other: The Contractors plant except for tests conducted at a Government Facility or Proving Ground.

E-9  52.246-4011  CRITICAL CHARACTERISTICS (SIX SIGMA) (ES917)  OCT/2010

a. The contractor's 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) INW DD Form 1422 and DTD-9MNT-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/PicatinyPublic/Organizations/ardec/orchart/quality.html.

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 CDUS A034, A035 and A036

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 150 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 of 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 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 nonconformances 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/Picatiny/public/organizations/ardeo/orrchart/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 nonconformance 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 nonconformances 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 nonconformance 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 in ED Form 1423 and DI-MPMT-809704 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 nonconformance 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.

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

R-16  53.246-4015  AMMUNITION DATA CARDS (ER6922)  JAN/2011

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) are contained in MIL-STD-1168, DI-MESC-60043 and the Worldwide Ammunition-data Repository Program (WARP) online users manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, can be found in MIL-HDBK-1461.

a. The supplier shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168, and the user annual located on the WARP website. (The WARP website is accessed through the Army Electronic Production Support (AEPS) website.) The ADC requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

b. The supplier shall prepare an ADC for each lot of item(s) being produced under this contract, regardless of whether or not those lots are accepted or rejected by the Government. The ADC shall comply with MIL-STD-1168 and WARP requirements.

c. Unless otherwise authorized by the Procuring Contracting Officer, the supplier shall include, in the components sections on the ADC representing the deliverable item, as a minimum, all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

End Item Component Listing:

<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Nomenclature</th>
</tr>
</thead>
<tbody>
<tr>
<td>13007556</td>
<td>BASE AND COVER ASSY</td>
</tr>
<tr>
<td>13020005</td>
<td>WARHEAD SUBASSEMBLY, INITIATION (Replacement Warheads ONLY)</td>
</tr>
<tr>
<td>MIL-H-82111</td>
<td>FBXN-5 (PIC Material Replacement Warheads ONLY)</td>
</tr>
<tr>
<td>13020055</td>
<td>ACCEPTOR LEAD ASSEMBLY</td>
</tr>
<tr>
<td>MIL-H-82111</td>
<td>FBXN-5 (Acceptor Lead Material)</td>
</tr>
<tr>
<td>13021103</td>
<td>WARHEAD ASSEMBLY</td>
</tr>
<tr>
<td>13020017</td>
<td>EXPLOSIVE BILLET AND LINER ASSEMBLY (Replacement Warheads ONLY)</td>
</tr>
<tr>
<td>MIL-H-68359</td>
<td>LX-14 (Replacement Warheads ONLY)</td>
</tr>
<tr>
<td>13020022</td>
<td>TRANSFER LEAD ASSY</td>
</tr>
<tr>
<td>MIL-H-82740</td>
<td>FBXN-301</td>
</tr>
<tr>
<td>13010200</td>
<td>FIELD-PROGRAMMABLE GATE-ARRAY (FPGA), SIAM-</td>
</tr>
<tr>
<td>13007559</td>
<td>CRYSTAL, QUARTZ, PARALLEL, 163.84 KHZ</td>
</tr>
<tr>
<td>NSN43071351PM</td>
<td>MICROCONTROLLER</td>
</tr>
<tr>
<td>11030324</td>
<td>DETONATOR ASSEMBLY</td>
</tr>
<tr>
<td>13011896</td>
<td>PRIMER, STAB</td>
</tr>
<tr>
<td>12053433</td>
<td>BATTERY, HED, SINGLE CELL</td>
</tr>
<tr>
<td>13011884-1,-2</td>
<td>ACTUATOR, PISTON</td>
</tr>
<tr>
<td>13011886</td>
<td>ACTUATOR, PISTON</td>
</tr>
</tbody>
</table>
d. The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.

NONE

e. When required by the technical data package, all component lot numbers shall be in accordance with MIL-STD-1168 lot number convention. When not required by technical data package, component lot number may be constructed through producer lot number convention.

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

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

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

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E-11 52.246-4002 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL OCT/2010

PROCESS CONTROL (SPC) (857903)

(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.

5. 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 s/> 2.00 (or equivalent capability) is achieved; for Major Characteristics a Cpk s/> 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 99.9997% 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 contractor is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternative 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 any time 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.

H-12  52.246-0003  Rework and Repair of Nonconforming Material (ES7904)  OCT/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.

H-13  52.246-0004  Acceptance Inspection Equipment (AIE) (ES7905)  OCT/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 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.

5-14  52.246-6008  DESTRUCTIVE TESTING (RS7923)  OCT/2010

a. All costs of destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

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

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

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

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

5-15  52.246-6016  ACCEPTANCE AND DESCRIPTION DATA SHEETS, MIL-STD 1171A  (FOR PROPELLANTS AND EXPLOSIVES) (RS7923)  JAN/2011

(a) The contractor shall prepare Acceptance and Description Sheets in accordance with MIL-STD-1171A as reinstated by Notice 2 when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (WARP) shall be utilized to store the data sheets required by MIL-STD-1171A. The Army Electronic Product Support (AEPS) network located at https://mhpwarp.redstone.army.mil must be used to gain access to WARP.

(b) The requirements of MIL-STD 1171A as reinstated by Notice 2 specified in the CDRL is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

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

(d) The presence of the contractors typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certify the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.
### SECTION F - DELIVERIES OR PERFORMANCE

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-1</td>
<td>52.211-17 DELIVERY OF EXCESS QUANTITIES</td>
<td>SEP/1988</td>
</tr>
<tr>
<td>F-2</td>
<td>52.242-15 STOP-WORK ORDER</td>
<td>APR/1989</td>
</tr>
<tr>
<td>F-3</td>
<td>52.242-17 GOVERNMENT DELAY OF WORK</td>
<td>APR/1984</td>
</tr>
<tr>
<td>F-4</td>
<td>52.247-29 F.O.B. ORIGIN</td>
<td>FEB/2006</td>
</tr>
<tr>
<td>F-5</td>
<td>52.247-34 F.O.B. DESTINATION</td>
<td>NOV/1991</td>
</tr>
<tr>
<td>F-6</td>
<td>252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (JUID) REGISTRY</td>
<td>NOV/2008</td>
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<tr>
<td>F-7</td>
<td>52.211-8 TIME OF DELIVERY</td>
<td>JUN/1997</td>
</tr>
</tbody>
</table>

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

### REQUIRED DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>CLIN</th>
<th>TITLE</th>
<th>QUANTITY</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Yr 1 M4A1 Renovate and Production Prep</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>0001AA</td>
<td>Yr 1 Inpt. Warzd Removal, and Demol B&amp;C</td>
<td>4000 (max)</td>
<td>90 Days After Receipt of GPM</td>
</tr>
<tr>
<td>0001AB</td>
<td>Yr 1 Demol of Non-Conforming Warheads</td>
<td>4000 (max)</td>
<td>37 Days After Date of Order Award</td>
</tr>
<tr>
<td>0002</td>
<td>Yr 1 M4A1 Renovation Munition FAT</td>
<td>1 Lot</td>
<td>330 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0003</td>
<td>Yr 1 Renovation of M4A1</td>
<td>200</td>
<td>420 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0004</td>
<td>Yr 1 M4A1 Replacement Munition FAT</td>
<td>1 Lot</td>
<td>330 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0005</td>
<td>Yr 1 Replacement of M4A1</td>
<td>200</td>
<td>420 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0006</td>
<td>Yr 1 M20A1 Trainer FAT</td>
<td>1 Lot</td>
<td>360 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0007</td>
<td>Yr 1 M20A1 Trainer Production</td>
<td>50</td>
<td>390 Calendar Days After Date of Order Award</td>
</tr>
<tr>
<td>0008</td>
<td>Yr 1 M4A1 Type 4 Munitions</td>
<td>6 Ea</td>
<td>See SOW Para C.3.4.1.</td>
</tr>
<tr>
<td>0009</td>
<td>Yr 1 EOD Hardware</td>
<td>1 Lot</td>
<td>See SOW Para C.3.4.2.</td>
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<tr>
<td>0010</td>
<td>Yr 2 M4A1 Renovate and Production Prep</td>
<td>n/a</td>
<td>n/a</td>
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<tr>
<td>0010AA</td>
<td>Yr 2 Inpt Warzd Removal, and Demol B&amp;C</td>
<td>4000 (max)</td>
<td>60 Days After Receipt of GPM</td>
</tr>
<tr>
<td>0010AB</td>
<td>Yr 2 Demol of Non-Conforming Warheads</td>
<td>4000 (max)</td>
<td>37 Days After Date of Order Award</td>
</tr>
<tr>
<td>Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **0011**
Yr 2 M4A1 Renovation
Munition FAT |
| 1 Lot |
| 240 Calendar Days After Year 2 Order Award |
| **0012**
Yr 2 Renovation of M4A1 |
| 500 |
| 300 Calendar Days After Date of Order Award (with YR 2 FAT) |
| 180 Calendar Days After Date of Order Award (without YR 2 FAT) |
| **0013**
Yr 2 M4A1 Replacement
Munition FAT |
| 1 Lot |
| 240 Calendar Days After Year 2 Order Award |
| **0014**
Yr 2 Replacement of M4A1 |
| 500 |
| 300 Calendar Days After Date of Order Award (with YR 2 FAT) |
| 180 Calendar Days After Date of Order Award (without YR 2 FAT) |
| 500 |
| Per month thereafter until completion of Order |
| **0015**
Yr 2 M120A1 Trainer FAT |
| 1 Lot |
| 210 Calendar Days After Award of Year 2 Order Award |
| **0016**
Yr 2 M120A1 Trainer Production |
| 50 |
| 270 Calendar Days After Date of Order Award (with YR 2 FAT) |
| 150 Calendar Days After Date of Order Award (without YR 2 FAT) |
| 50 |
| Per month thereafter until completion of Order |
| **0017**
Yr 3, M4A1 Renovate and Production Prep |
| n/a |
| n/a |
| **0017AA**
Yr 3 Inpt Warhd Removal, and Denu & C |
| 4000(max) |
| 60 Days After Receipt of OPM |
| **0017AB**
Yr 3 Denu of Non-Conforming Warheads |
| 4000(max) |
| 37 Days After Date of Order Award |
| **0018**
Yr 3 M4A1 Renovation
Munition FAT |
| 1 Lot |
| 180 Calendar Days After Year 3 Order Award |
| **0019**
Yr 3 Renovation of M4A1 |
| 500 |
| 270 Calendar Days After Date of Order (with or without YR 2 FAT) |
| 500 |
| Per month thereafter until completion of Order |
| **0020**
Yr 3 M4A1 Replacement
Munition FAT |
| 1 Lot |
| 180 Calendar Days After Year 3 Order Award |
| **0021**
Yr 3 Replacement of M4A1 |
| 500 |
| 270 Calendar Days After Date of Order (with or without YR 2 FAT) |
| 500 |
| Per month thereafter until completion of Order |
| **0022**
Yr 3 M120A1 Trainer FAT |
| 1 Lot |
| 310 Calendar Days After Date of Order Award |
| Per month thereafter until completion of Order |
| **0023**
Yr 3 M120A1 Trainer Production |
| 50 |
| 390 Calendar Days After Date of Order Award |
| Per month thereafter until completion of Order |
| **0024**
Yr 4, M4A1 Renovate and Production Prep |
| n/a |
| n/a |
| **0024AA**
Yr 4 Inpt Warhd Removal, and Denu & C |
| 4000(max) |
| 60 Days After Receipt of OPM |
| **0024AB**
Yr 4 Denu of Non-Conforming 4000(max) Warheads |
<p>| 37 Days After Date of Order Award |</p>
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<tr>
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<td>PIN/SHN W15QKN-11-D-0153</td>
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<tr>
<td>MOD/AMD</td>
</tr>
<tr>
<td>Page 53 of 87</td>
</tr>
</tbody>
</table>

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**Name of Offeror or Contractor:** ALLIANT TECHNOLOGY INC.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Lot</th>
<th>Duration</th>
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</thead>
</table>
| 0025     | Yr 4 MAA1 Renovation  
Munition FAT | 1 Lot | 180 Calendar Days After Year 4 Order Award |
| 0026     | Yr 4 Renovation of MAA1  
(With or Without YR 2 FAT) | 500 | 270 Calendar Days After Date of Order |
|          |             | 500 | Per month thereafter until completion of Order |
| 0027     | Yr 4 MAA1 Replacement  
Munition FAT | 1 Lot | 180 Calendar Days After Year 4 Order Award |
| 0028     | Yr 4 Replacement of MAA1  
(With or Without YR 2 FAT) | 500 | 270 Calendar Days After Date of Order |
|          |             | 500 | Per month thereafter until completion of Order |
| 0029     | Yr 4 M320A1 Trainer  
Production | 1 Lot | 330 Calendar Days After Date of Order |
|          |             | 300 | Per month thereafter until completion of Order |
| 0030     | Yr 4 M320A1 Trainer  
Production | 50 | 360 Calendar Days After Date of Order |
|          |             | 50 | Per month thereafter until completion of Order |
| 0031     | Contract Data Requirements  
List (CDRL) | N/A | See individual CDRLs |

(End of Clause)

---

**ITEM IDENTIFICATION AND VALUATION**

**F-8**  
**252.211-7003**  
**AUG/2008**

(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 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 recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/uid_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/uid_equivalents.html).

"DoD unique item identifier" 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 undefinable 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet Data Universal Numbering System (DUNS) Number, G-1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"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 items 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.

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

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

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

(c) Unique item identifier.

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

(11) All delivered items for which the Governments unit acquisition cost is $5,000 or more.

(12) The following items for which the Governments unit acquisition cost is less than $5,000:

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>-1- N/A</td>
<td>-2- N/A</td>
</tr>
<tr>
<td>-1- N/A</td>
<td>-2- N/A</td>
</tr>
</tbody>
</table>
(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntex and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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/UPC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI M1 32.8.2 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/UPC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI M1 32.8.2 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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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 serialisation 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 a concatenated unique item identifier is used).

(10) Government unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c) (1) (iii) of this clause, the Contractor shall report as part of, or associated with, 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 a concatenated unique item identifier is used).

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

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

7) Lot or batch number (if there is serialisation 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 a 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 in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontractors. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)
Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

Blue Grass Army Depot
431 Battlefield Memorial Highway
Richmond, KY 40475-5070

DDMARC: M442WP
XR W390 McAlester Army Ammo Plant
Wholesale Sup Acc 6
McAlester, OK 74501-5000

Additional Mark For Information

CLIN DESCRIPTION

2000 Multiple
Ammunition Manager Yuma Proving Ground
KOFAX Firing Range
Aberdeen Road
Yuma, AZ 85365
Attn: Steve Patane Commercial (928) 328-7151
Project: Selectable Lightweight Attack Munition (SLAM)

CLIN 0009 Yr 1 M4A1 Type 4 Munitions

Place of Delivery
Ammunition Manager Yuma Proving Ground
KOFAX Firing Range
Aberdeen Rd
Yuma, AZ 85365
Attention: Robert Avila Commercial (928) 328-2107
Project: Selectable Lightweight Attack Munition (SLAM)

CLIN 0010 Yr 1 EOD Hardware

Place of Delivery
Delivery 32 M4A1 Modified Render Safe Procedure Munitions to:
Ammunition Supply Point
Attn: Milag 005
Picatinny Arsenal, NJ 07806
Business Phone (973) 724-4965
UIC: M499KA
DDMARC: W158M9
POC: Matt Whitehead: x4529

Delivery 20 M4A1 Batteries for EOD Battery Bleed Down:

U.S. Naval EOD Technology Division
Attn: Ron Hawkins (CODE 2031G)
2008 Stump Neck Road
Indian Head, Maryland 20640
Commercial telephone number: DSN 354-6943
DSN telephone number: DSN 354-6943

Delivery 10 M4A1 Circuit Card Assemblies for EOD Fire Capacitor Bleed Down to:

U.S. Naval EOD Technology Division
Attn: Ron Hawkins (CODE 2031G)
2008 Stump Neck Road
Indian Head, Maryland 20640
Commercial telephone number: DSN 354-6943
DSN telephone number: DSN 354-6943

Multiple M4A1 Munition L/A Deliveries

Ammunition Manager Yuma Proving Ground
KOFAX Firing Range
Aberdeen Road
Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

YUMA, AZ 85363
Attn: Steve Patane Commercial (928)328-7161
Project: Selectable Lightweight Attack Munition (SLAM)

*** END OF NARRATIVE PAGE ***
SIXTEN G - CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATIVE DATA

MARK SCHEPER
U.S. Army Contracting Command-Pica		
ACO-FAA-CC, BLDG 9
Picatinny Arsenal, NJ 07806-5000
Phone 973-724-4664
DSN 880-4664
E-mail: mark.schper@us.army.mil

CONTRACTING OFFICER
Elizabeth A. Stanley
U.S. Army Contracting Command-Pica		
ACO-FAA-CC, BLDG 9
Picatinny Arsenal, NJ 07806-5000
Phone 973-724-5369
DSN 880-5369
E-mail: elizabeth.stanley@us.army.mil

TECHNICAL POC/COR
Nishit Patel
Attn: EDAR-HBM-G
Picatinny Arsenal, NJ 07806-5000
Phone 973-724-9250
E-mail: nishit.patel@us.army.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 51.232-4004</td>
<td>ARMY ELECTRONIC INVOICING INSTRUCTIONS (DS6035)</td>
<td>OCT/2010</td>
</tr>
</tbody>
</table>

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- [X] Wide Area Workflow (WAWF) (see instructions below)
- [ ] Web Invoicing System (WIS) (https://ecweb.dfas.mil)
- [ ] Other (please specify),

DFAS POC and Phone: 

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at https://wawf.bdm.mil and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at http://www.ccr.gov within ten (10) calendar days after award of this contract/Order.

WAWF Instructions:
Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) 425-793-3800 or faxed to 425-793-3516. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at http://www.dfas.mil/money/vendor. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.
CONTINUATION SHEET

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

TYPE OF DOCUMENT [check as appropriate]

[ ] Commercial Item Financing
[ ] Construction Invoice (Contractor Only)
[ ] Invoice (Contractor Only)
[ X ] Invoice and receiving Report (COMMO)
[ ] Invoice as 2-in-1 (Services only)
[ ] Performance Based Payment (Government Only)
[ ] Progress Payment (Government Only)
[ ] Cost Voucher (Government Only)
[ ] Receiving Report (Government Only)
[ X ] Receiving Report with Unique Identification (UID) Data (Government Only) UID is a new globally unique part identifier containing data elements used to track DOD parts through their life cycle.

[ ] Summary Cost Voucher (Government Only)

CASE CODE: _1YTS_____________

ISSUE BY DODAAC: _W15QKN___________

ADMIN BY DODAAC: _S2401A___________

INSPECT BY DODAAC: _LOCAL DODA________

ACCEPT BY DODAAC: _LOCAL DODA________

SHIP TO DODAAC: __TBD______________

LOCAL PROCESSING OFFICE DODAAC: _W15QKN___________

PAYMENT OFFICE FISCAL STATION CODE: _EQ0339_________

EMAIL POINTS OF CONTACT LISTING: mark.schepe@us.army.mil

INSPECTOR: __TBD_____________

ACCEPTOR: __TBD_____________

RECEIVING OFFICE POC: __TBD_____________

CONTRACT ADMINISTRATOR: __TBD_____________

CONTRACTING OFFICER: Elizabeth A. Stanley

ADDITIONAL CONTACT: ____________________________

For more information contact:

---NOTE--- It is requested that a signed copy of the DD Form 250, Material Inspection and Receiving Report, be sent to the following for this contract, after acceptance of supplies by the Government:

MS. DEBORAH PALAMBO
DELIVERY TRACKING MANAGEMENT ANALYST
PROJECT MANAGER, CLOSE COMBAT SYSTEMS
BUILDING 183
| G-2   | 52.232-4002 | PAYMENT (#57006) | OCT/2010 |

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.
CONTINUATION SHEET

Reference No. of Document Being Continued
PHN/SHN W5QON-11-D-0153 MOD/AMD
Page 62 of 87

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

REGULATORY CITE | SCHEDULE OF GOVERNMENT FURNISHED PROPERTY (GFP) (HS6068) | OCT/2010

(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>TIME OF DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Munition, Selectable</td>
<td>To be determined</td>
<td>EA</td>
<td>60 EACH*</td>
</tr>
<tr>
<td>Lightweight Attack</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(SLAM) M4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NSN: 1175-01-410-5016</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* DAYS AFTER CONTRACT AWARD OR AS NEEDED

This requirement is only applicable to contractor employees working at 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 TACOM-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 must be obtained from the Contracting Officer's (CO) or Contracting Officer's 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 WTCARPHS 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-citizens 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 TACOM-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 TACOM-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 employees 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 ADF 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 TAN AR 190-13 para 6-6a(1). All images on the phone will be removed, and the individual will be allowed to pick up 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 paragraph 1 above. The badge shall be worn so as to be visible to others at all times. Individuals issued passes will have on their person the pass. Passes will be presented upon request by Security personnel or other government official charged with security of the area.

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 TACOM-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 TACOM-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 clauses 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, SMCR 3658 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 RECEIVING), under contract number ____________________________, agrees to and promises the following:

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

WHEREAS, RECEIVING 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, RECEIVING agrees to and promises as follows:

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

RECEIVING 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 RECEIVING has or is given access, RECEIVING 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 RECEIVING becomes aware of any improper release or disclosure of such nonpublic information, RECEIVING will advise the contracting officer in writing as soon as possible.

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

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

RECEIVING: ____________________________

PRINTED NAME: ____________________________

TITLE: ____________________________

EMPLOYER: ____________________________

H-3 52.000-6002 LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR OCT/2019

EMPLOYEES (MST040)

(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://atinstell.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 Officer’s 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(8)) 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.

H-S 52.233-4002 SAFETY REQUIREMENTS FOR HAZARDOUS ITEMS (NS7010) OCT/2010

a. The contractor shall use the safety data provided in the Hazardous Component Safety Data Sheets (HCSDS) to ensure 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 4145.26M, 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. If 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 contractor’s 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 the 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-HAFT-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.

H-S 52.233-4003 MATERIAL SAFETY DATA SHEETS (MSDS) (NS7013) OCT/2010

1. The contractor shall send the Material Safety Data Sheets (MSDS) prior to award to the Contracting Officer and a copy with the first delivery of supplies to Commander, U.S. Army ARDEC, ATTN: Safety Division, IMHE-PIC-50, Bldg. 351 S., Picatinny Arsenal, NJ 07806-5002, required by PAR 52.233-3, Hazardous Material Identification and Material Safety Data.

2. Deliveries of any hazardous chemicals/materials will not be accepted when:
a. The applicable MSDS is not delivered with the first delivery of the supplies; and/or

b. The container label on the supplies is inadequate, unreadable, missing, or does not agree with the accompanying MSDS.

1. Classified Contracts - The DOD Security Agreement ( DF 441) and DOD Contract Security Classification Specification (DOD Form 254) apply.

2. Unclassified Contracts-Restricted Release - Obtain the Contracting Officer's approval before releasing information received during this contract or generated from this contract, except if a college, university or laboratory receives the award and conducts the research on campus.

3. Unclassified Contracts-Unrestricted Release - You may release information received during the contract or developed from the contract without Contracting Officer's approval if:

   a. you are a college, university/laboratory, and
   b. you conduct the research on campus.

But, obtain approval before releasing the information if there is a high likelihood of revealing abilities of military systems or information concerning manufacturing technologies unique and critical to defense.

NOTE: Section 3 provides instructions for clearing technical material for release to the public and a sample clearance form (INCO-PIC-IM Form 3602).

CLARISKS INCORPORATED BY FULL TEXT

R-7 Explosive Material Handling (ARDEC 169)

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.

R-9 DEFENSE PRIORITIES AND ALLOCATION SYSTEM (ARDEC 157)

This is a rated order for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocation System Regulation (15 CFR 700).

*** END OF NARRATIVE R0001 ***
<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1 52.202-1</td>
<td>DEFINITIONS</td>
<td>JUL/2004</td>
</tr>
<tr>
<td>I-2 52.203-1</td>
<td>GRATUITIES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-3 52.203-5</td>
<td>COVENANT AGAINST CONTINUING FEES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-4 52.203-6</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SSP/2006</td>
</tr>
<tr>
<td>I-5 52.203-7</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-6 52.203-8</td>
<td>CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR</td>
<td>JAN/1997</td>
</tr>
<tr>
<td></td>
<td>IMPOSSIBLE ACTIVITY</td>
<td></td>
</tr>
<tr>
<td>I-7 52.203-10</td>
<td>PRICE OR PER ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>JAN/1997</td>
</tr>
<tr>
<td>I-8 52.203-12</td>
<td>LIMITATION ON PAYMENTS INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-9 52.203-13</td>
<td>CONTRACTOR COST OF BUSINESS ETHICS AND CONDUCT</td>
<td>APR/2010</td>
</tr>
<tr>
<td>I-10 52.204-2</td>
<td>SECURITY REQUIREMENTS</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>I-11 52.204-4</td>
<td>PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</td>
<td>APR/2000</td>
</tr>
<tr>
<td>I-12 52.204-7</td>
<td>CENTRAL CONTRACTOR REGISTRATION</td>
<td>OCT/2006</td>
</tr>
<tr>
<td>I-13 52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTORS</td>
<td>JUL/2010</td>
</tr>
<tr>
<td>I-14 52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTORS WITH</td>
<td>DRC/2010</td>
</tr>
<tr>
<td></td>
<td>CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td></td>
</tr>
<tr>
<td>I-15 52.211-5</td>
<td>MATERIAL REQUIREMENTS</td>
<td>AUG/2000</td>
</tr>
<tr>
<td>I-16 52.211-15</td>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>APR/2008</td>
</tr>
<tr>
<td>I-17 52.215-2</td>
<td>AUDIT AND RECORDS--NEGOTIATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-18 52.215-8</td>
<td>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-19 52.215-11</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--</td>
<td>OCT/2010</td>
</tr>
<tr>
<td></td>
<td>MODIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>I-20 52.215-13</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-22 52.215-21</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN</td>
<td>OCT/1997</td>
</tr>
<tr>
<td></td>
<td>CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ALTERNATE II (OCT 1997)</td>
<td></td>
</tr>
<tr>
<td>I-23 52.219-8</td>
<td>UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>I-24 52.219-9</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE III (JUL</td>
<td>JUL/2010</td>
</tr>
<tr>
<td></td>
<td>2010)</td>
<td></td>
</tr>
<tr>
<td>I-25 52.219-16</td>
<td>LIQUIDATED DAMAGES--SUBCONTRACTING PLAN</td>
<td>JAN/1999</td>
</tr>
<tr>
<td>I-26 52.222-3</td>
<td>CONVICT LABOR</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-27 52.222-19</td>
<td>CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-28 52.222-20</td>
<td>WALSH-SHAWLEY PUBLIC CONTRACTS ACT</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-29 52.222-21</td>
<td>PROHIBITION OF SUBRANDOM FACILITIES</td>
<td>FEB/1999</td>
</tr>
<tr>
<td>I-30 52.222-26</td>
<td>EQUAL OPPORTUNITY</td>
<td>MAR/2007</td>
</tr>
<tr>
<td>I-31 52.222-25</td>
<td>EQUAL OPPORTUNITY FOR VETERANS</td>
<td>SSP/2010</td>
</tr>
<tr>
<td>I-32 52.223-36</td>
<td>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-33 52.227-37</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>SSP/2010</td>
</tr>
<tr>
<td>I-34 52.227-50</td>
<td>COMBATING TRAFFICKING IN PERSONS</td>
<td>PER/2009</td>
</tr>
<tr>
<td>I-35 52.228-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-36 52.223-6</td>
<td>DANGEROUS WORKPLACE</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>I-37 52.223-14</td>
<td>TOXIC CHEMICAL RELEASE REPORTING</td>
<td>AUG/2003</td>
</tr>
<tr>
<td>I-38 52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-39 52.227-1</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DSC/2007</td>
</tr>
<tr>
<td>I-40 52.227-2</td>
<td>NOTICE AND ASSISTANCE REGARDING PAYMENT AND COPYRIGHT INFRINGEMENT</td>
<td>DSC/2007</td>
</tr>
<tr>
<td>I-41 52.229-3</td>
<td>FEDERAL, STATE, AND LOCAL TAXES</td>
<td>ADR/2003</td>
</tr>
<tr>
<td>I-42 52.220-2</td>
<td>COST ACCOUNTING STANDARDS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-43 52.220-3</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES</td>
<td>OCT/2008</td>
</tr>
<tr>
<td>I-44 52.220-4</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN</td>
<td>JUN/2010</td>
</tr>
<tr>
<td></td>
<td>CONCERNS</td>
<td></td>
</tr>
<tr>
<td>I-45 52.220-6</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN/2010</td>
</tr>
<tr>
<td>I-46 52.222-1</td>
<td>PAYMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-47 52.222-8</td>
<td>DISCOUNTS FOR PROMPT PAYMENT</td>
<td>FEB/2004</td>
</tr>
<tr>
<td>I-48 52.222-9</td>
<td>LIMITATION ON WITHHOLDING OF PAYMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-49 52.222-11</td>
<td>INTEREST</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-50 52.222-17</td>
<td>ASSIGNMENT OF CLAIMS</td>
<td>JAN/1996</td>
</tr>
<tr>
<td>I-51 52.222-23</td>
<td>PROMPT PAYMENT</td>
<td>OCT/2008</td>
</tr>
<tr>
<td>I-52 52.222-25</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION</td>
<td>OCT/2003</td>
</tr>
<tr>
<td>I-53 52.222-33</td>
<td>DISPUTES</td>
<td>JUL/2002</td>
</tr>
<tr>
<td>I-54 52.222-1</td>
<td>PROTEST AFTER AWARD</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>Regulatory Cite</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>----------------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>52.223-4</td>
<td>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</td>
<td>OCT/2006</td>
</tr>
<tr>
<td>52.242-13</td>
<td>BANKRUPTCY</td>
<td>JUL/1995</td>
</tr>
<tr>
<td>52.243-1</td>
<td>CHANGE--FIXED PRICE</td>
<td>AUG/1987</td>
</tr>
<tr>
<td>52.244-15</td>
<td>COMPETITION IN SUBCONTRACTING</td>
<td>DEC/1996</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>DEC/2010</td>
</tr>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY (AUG 2010) -- ALTERNATE II (JUN 2007)</td>
<td>JUN/2007</td>
</tr>
<tr>
<td>52.245-9</td>
<td>USE AND CHARGES</td>
<td>MAY/2010</td>
</tr>
<tr>
<td>52.247-68</td>
<td>REPORT OF SHIPMENT [RESHIP]</td>
<td>FEB/2006</td>
</tr>
<tr>
<td>52.249-8</td>
<td>DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>52.253-1</td>
<td>COMPUTER GENERATED FORMS</td>
<td>JAN/1991</td>
</tr>
<tr>
<td>252.201-7000</td>
<td>CONTRACTING OFFICER'S REPRESENTATIVE</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.203-7000</td>
<td>REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>JAN/2009</td>
</tr>
<tr>
<td>252.203-7001</td>
<td>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-RELATE POLICIES</td>
<td>DEC/2008</td>
</tr>
<tr>
<td>252.203-7002</td>
<td>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>JAN/2009</td>
</tr>
<tr>
<td>252.204-7000</td>
<td>DISCLOSURE OF INFORMATION</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.204-7002</td>
<td>PAYMENT FOR SUBLINS ITEMS NOT SEPARATELY PRICED</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.204-7003</td>
<td>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</td>
<td>APR/1992</td>
</tr>
<tr>
<td>252.204-7004</td>
<td>ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)</td>
<td>SEP/2007</td>
</tr>
<tr>
<td>252.204-7006</td>
<td>BILLING INSTRUCTIONS</td>
<td>OCT/2005</td>
</tr>
<tr>
<td>252.204-7008</td>
<td>EXPORT-CONTROLLED ITEMS</td>
<td>APR/2010</td>
</tr>
<tr>
<td>252.205-7000</td>
<td>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.209-7004</td>
<td>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</td>
<td>DEC/2006</td>
</tr>
<tr>
<td>252.215-7000</td>
<td>PRICING ADJUSTMENTS</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.221-7003</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>252.223-7002</td>
<td>SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES</td>
<td>MAY/1994</td>
</tr>
<tr>
<td>252.223-7003</td>
<td>CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.223-7004</td>
<td>DRUG-FREE WORK FORCE</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.223-7006</td>
<td>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</td>
<td>APR/1993</td>
</tr>
<tr>
<td>252.225-7001</td>
<td>BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM</td>
<td>JAN/2009</td>
</tr>
<tr>
<td>252.225-7002</td>
<td>QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</td>
<td>APR/2003</td>
</tr>
<tr>
<td>252.225-7004</td>
<td>REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>252.225-7006</td>
<td>QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>252.225-7007</td>
<td>PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES</td>
<td>SEP/2006</td>
</tr>
<tr>
<td>252.225-7009</td>
<td>RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>252.225-7012</td>
<td>PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</td>
<td>JUN/2010</td>
</tr>
<tr>
<td>252.225-7013</td>
<td>DUTY-FREE ENTRY</td>
<td>DEC/2009</td>
</tr>
<tr>
<td>252.225-7030</td>
<td>RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE</td>
<td>DEC/2006</td>
</tr>
<tr>
<td>252.226-7001</td>
<td>UTILIZATION OF INDUSTRIAL ORGANIZATIONS, INDUSTRY-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS</td>
<td>SEP/2004</td>
</tr>
<tr>
<td>252.227-7000</td>
<td>RIGHTS &quot;IN EID&quot; OR &quot;PROPOSAL INFORMATION&quot;</td>
<td>OCT/1996</td>
</tr>
<tr>
<td>252.227-7016</td>
<td>LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>252.227-7025</td>
<td>TECHNICAL DATA--WITHHOLDING OF PAYMENT</td>
<td>MAR/2011</td>
</tr>
<tr>
<td>252.227-7030</td>
<td>VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA</td>
<td>MAR/2000</td>
</tr>
<tr>
<td>252.228-7003</td>
<td>ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS</td>
<td>MAR/2008</td>
</tr>
<tr>
<td>252.232-7010</td>
<td>LABOR ON CONTRACT PAYMENTS</td>
<td>DEC/2006</td>
</tr>
<tr>
<td>252.242-7003</td>
<td>APPLICATION FOR U.S. GOVERNMENT SHIPMENT DOCUMENTATION/INSTRUCTIONS</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.242-7004</td>
<td>MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM</td>
<td>JUL/2009</td>
</tr>
<tr>
<td>252.243-7001</td>
<td>PRICING OF CONTRACT MODIFICATIONS</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.244-7002</td>
<td>REQUIREMENTS FOR EQUITABLE ADJUSTMENT</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>252.244-7000</td>
<td>SUBLINCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)</td>
<td>MAR/2008</td>
</tr>
<tr>
<td>252.246-7000</td>
<td>MATERIAL INSPECTION AND RECEIVING REPORT</td>
<td>MAR/2008</td>
</tr>
</tbody>
</table>
Due to the results of the Pre-Award Survey opinion on ATRs Delphi Accounting System, progress payments will be provided at the discretion of the DCMA ACO. DCMA pre-payment reviews will be required for every contractor progress payment request, and, DCMA will conduct post-payment reviews.

I-110
52.204-1
APPROVAL OF CONTRACT

This contract is subject to the written approval of CONTRACTING OFFICER and shall not be binding until so approved.

(End of Clause)

I-111
52.209-3
FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE (SEP 1989)

(a) The Contractor shall test -45 Standalone 8 and 9, 45 Type 9a, 42 Type 10 Replacement Warhead Assemblies and 42 Type 10 Renovated Warhead Units of Lot/Item MA1 SLAM LAW DTL-3254, MI20A1 SLAM LAW DTL-32544 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days after each schedule FAT to mnhitpate@usa.army.mil, robert.c.wmcc@usa.army.mil, marked First Article Test Report; Contract No. W5QSN-11-D-0153 Lot/Item No. TRA. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlement if the contract is terminated for the convenience of the Government. If first article tests reveal
deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

(End of Clause)

I-112 52.205-4 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE JAN/1997

(a) The Contractor shall deliver 8 unit(s) of Lot/Item M4A1 SLAM LAW MIL-DTL 32346 within sec PAR 52.212-8 "Time of Delivery" Section F of this contract, to the Government at Yuma Proving Ground, Yuma Range, Aberdeen Proving Ground, MD, US. The Contractor shall provide the Government with the lot/Item identification. The characteristics to the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 250 Government Furnished M4 SLAMs or 20 M328A3 Trainers, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, these 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 $45,735,354.00;

(2) Any order for a combination of items in excess of $45,735,354.00; or

(3) A series of orders from the same ordering office within four (4) years that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 42.216-22 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) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor will honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 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)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors' and Governments' rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract after 360 days from the last day to issue a delivery order.

(End of Clause)

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor
regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

   (i) What 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 Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) above.

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

(End of Clause)

<table>
<thead>
<tr>
<th>Reference No. of Document Being Continued</th>
<th>Page 73 of 87</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN/SHN W5QYN-11-D-0153 MOD/AMD</td>
<td></td>
</tr>
</tbody>
</table>

### I-116 52.247-1 **COMMERCIAL BILL OF LADING NOTATIONS** FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -2-. This may be confirmed by contacting -3-.

(End of Clause)

### I-117 52.252-4 **ALTERATIONS IN CONTRACT** APR/1984

Portions of this contract are altered as follows:

1. The following clauses are updated from the solicitation to reflect the most current version.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATIVE III Jul 2010 to Jan 2011
52.203-7 ANTI-KICKBACK PROCEDURES Jul 1995 to Oct 2010
52.215-2 AUDIT AND RECORD MAINTENANCE MAR 2009 TO OCT 2010
52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC 1995 TO OCT 2010
52.223-35 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES JUNE 1990 TO OCT 2010
52.222-37 EMPLOYMENT REPORTS ON VETERANS SEPT 2004 TO SEPT 2010
52.230-8 COST ACCOUNTING STANDARDS OCT 2008 TO OCT 2010
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS MAR 2008 TO JUNE 2010
52.232-17 INTEREST OCT 2008 TO OCT 2010
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC 2009 TO DEC 2010
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS MAY 2004 TO JAN 2011
52.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS NOV 1995 TO MAR 2011
52.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION JUN 1995 TO JAN 2011
52.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS JUN 1995 TO MAR 2011
52.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS AUG 2009 TO NOV 2010
52.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS JULY 2009 TO JAN 2011
52.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOA CONTRACTS) APR 2007 TO OCT 2010
2. The following two FAR clauses are replaced with the equivalent DFARS clauses.
3. The following clauses were added to the contract:

52.246-4976 Feb 2011 Acceptance and Description Data Sheets MIL-STD 1171A.
52.223-4903 Oct 2010 Material Safety Data Sheets
52.246-4010 Jan 2011 Ammunition Data Cards

4. The following clauses were moved from their solicitation location to their new contract location.

52.247-58 REPORT OF SHIPMENT (REPSHIP) from section F to section I
52.247-1 COMMERICAL BILL OF LADING NOTATIONS from section F to section I
52.223-4005 EXPLOSIVE MATERIAL HANDLING (ARINC 165) from section H to section C
52.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/ INSTRUCTIONS from section H to section I
52.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY from section I to section F
52.204-7006 BILLING INSTRUCTIONS from section C to section I
52.201-7003 CONTRACTING OFFICER'S REPRESENTATIVE from section H to section I
52.223-7001 HAZARD WARNING LABELS from section H to section I
52.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES from section I to section I
52.223-7003 CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES from section I to section I
52.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS from section I to section I

5. The following clause was not incorporated into the contract:

52.225-7008 Restriction on Acquisition of Specialty Metals (JUL 2009)

6. The following Deviation for 52.245-1 has been added to the contract.


45.104 Responsibility and liability for Government property.

(a) Generally, contractors are not held liable for loss, damage, destruction, or theft of Government property under the following types of contracts:
(1) Cost-reimbursement contracts.
(2) Time and material contracts.
(3) Labor hour contracts.
(4) Fixed priced contracts awarded on the basis of submission of cost or pricing data.
(5) Fixed priced contracts awarded on the basis of adequate competition.

(b) The contracting officer may revoke the Government's assumption of risk when the property administrator determines that the contractor's property management practices are inadequate and/or present an undue risk to the Government.

(c) A prime contractor that provides Government property to a subcontractor shall not be relieved of any responsibility to the Government that the prime contractor may have under the terms of the contract.

(End of Clause)
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in schedule. Such orders shall be issued after contract award through four (4) years from date of contract award.

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

(c) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 3, paragraph C) 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>
<thead>
<tr>
<th>Nomenclature</th>
<th>National Stock Number</th>
<th>Sensitivity/Category</th>
</tr>
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<tbody>
<tr>
<td>1. Selectable Lightweight Attack Munition M4</td>
<td>137-01-430-5042</td>
<td>Category II</td>
</tr>
<tr>
<td>2. Government Furnished Wadshem Assembly M4</td>
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<td>Category II</td>
</tr>
<tr>
<td>3. Munition, Selectable Lightweight: M4A1 Type 4</td>
<td></td>
<td>Category III</td>
</tr>
<tr>
<td>4. Munition, Selectable Lightweight: M4A1 for EOD</td>
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<td>Category III</td>
</tr>
</tbody>
</table>

(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)

(a) DEMILITARIZATION. Both Base and Covers and Non-Conforming Warheads (Reference Statement of Work paragraph C.3.3.1.2) require demilitarization by the Purchaser in the manner and to the degree set forth below:

(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.

L-121 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION -- OCT/2019 2011-0001)

(a) (1) The Contractor shall update the information in the Federal Awarder Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(2) At the time a semi-annual update occurs on or after April 25, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor requests them.

(3) Public access to information in FAPIIS. (i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

L-122 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-123 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM MISREPRESENTATION APR/2009

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.219-8, Option to Extend Services, or other appropriate authority.

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

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

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

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

(3) For long-term contracts

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

(End of clause)

I-124 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material Identification No.
(If none, insert None)

MAI SLAM NON 1375-01-537-9275

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

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

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

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

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

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

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

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(i) Obtain medical treatment for those affected by the material; and

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

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

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

(End of Clause)

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


(End of Clause)

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(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

NONE

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(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).
Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE [CONTINUE]

I-126 52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Dec 2010)
I-127 52.227-14 -- Rights in Data -- General (Dec 2017)

*** END OF NARRATIVE I0001 ***

CLAUSES INCORPORATED IN FULL TEXT

I-128 252.203-4000 (JUN97) Contractor Code of Business Ethics and Conduct JUNE 09

Within the Department of Defense (DoD), the designated agency Office of the Inspector General in the DoD OIG at the following address:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive, Suite 1000
Arlington, VA 22202-4704
Toll Free Telephone: 1-866-429-8011

(End of clause)

*** END OF NARRATIVE I0002 ***

CLAUSE ADDED IN FULL TEXT

I- 129 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (JAN 2011)

(a) Definitions. As used in this clause
(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does NOT include computer data bases or computer software documentation.
(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
(5) "Covered Government Support Contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor
(6) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(7) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
(8) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
(7) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered developed, the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expenses determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) Government purpose rights mean the rights to:

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) Limited rights mean the rights to use, modify, reproduce, release, perform, display, or disclose technical data in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if:

(i) The reproduction, release, disclosure, or use is necessary for emergency repair or overhaul; or

(ii) A release or disclosure to

(A) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(B) A foreign government, of technical data (other than detailed manufacturing or process data when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes; and

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) Unlimited rights mean rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(i) Unlimited rights. The Government shall have unlimited rights in technical data that are

(A) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(B) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(C) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(D) Form, fit, and function data;

(E) Developed exclusively at private expense;

(F) Developed exclusively with Government funds;

(G) Developed with mixed funding.
(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
(vi) Corrections or changes to technical data furnished to the Contractor by the Government;
(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release, or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with
(A) Government purpose license rights; or
(B) Government purpose rights and the restrictive condition(s) has/have expired.
(2) Government purpose rights.
(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data
(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(ix) of this clause;
(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless
(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 225.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
(iv) The Government has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.
(3) Limited rights.
(i) Except as provided in paragraphs (b)(2)(i) and (b)(3)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data
(A) That pertain to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or
(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.
(iv) The Contractor acknowledges that
(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;
(B) The Contractor will be notified of such release or disclosure;
(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require such such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractors use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;
(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 225.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and
(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.
(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.
(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless
(i) The parties have agreed otherwise; or
(ii) Any restrictions on the Government’s rights to use, modify, reproduce, release, perform, display, or disclose the data have expired
or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(ii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data or to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed contractor data marked with restrictive legends.

(o) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the licenses or licensees obtained on behalf of the Government and other persons to the data transmitted.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would not have materially altered the source selection decision. Such identification and assertions shall be submitted to the Contracting Officer, as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted.

Technical Data to be Furnished With Restrictions* NONE

Basis for Assertion** NONE

Asserted Rights Category*** NONE

Name of Person Asserting Restrictions**** NONE

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SRTM data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the validation of restrictions on technical data clause of this contract.

(5) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(2) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal
document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underlining, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS:**

Contract Number: 
Contractor Name: 
Contractor Address: 
Expiration Date: 

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**LIMITED RIGHTS**

Contract Number: 
Contractor Name: 
Contractor Address: 

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(5) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by

Contract No. (Insert contract number)_.
License No. (Insert license identifier)_.

Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (1) of this clause shall be followed.

(6) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(6) Renewal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming
markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2326, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

*** END OF NARRATIVE 10003 ***

Class Deviation 2010-00901, Responsibility and Liability for Government Property, Feb 2011

45.104 Responsibility and liability for Government property.

(a) Generally, contractors are not held liable for loss, damage, destruction, or theft of Government property under the following types of contracts:

(1) Cost-reimbursement contracts.

(2) Time and material contracts.

(3) Labor hour contracts.

(4) Fixed priced contracts awarded on the basis of submission of cost or pricing data.

(5) Fixed priced contracts awarded on the basis of adequate competition.

(b) The contracting officer may revoke the Government's assumption of risk when the property administrator determines that the contractor's property management practices are inadequate and/or present an undue risk to the Government.

(c) A prime contractor that provides Government property to a subcontractor shall not be relieved of any responsibility to the Government that the prime contractor may have under the terms of the contract.

*** END OF NARRATIVE 10004 ***
**DEPARTMENT OF DEFENSE**
**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)

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### 2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

- **PRIME CONTRACT NUMBER**
  - **W15QKN-11-D-0153**

- **SUBCONTRACT NUMBER**
  - **W15QKN-10-R-0101**

### 3. THIS SPECIFICATION IS: (X and complete as applicable)

- **ORIGINAL**
  - Date (YYYYMMDD): 20091008
- **REVISED**
  - Supersedes all previous specs
  - Revision No.: 2
- **FINAL**
  - Date (YYYYMMDD): 20110609

### 4. IS THIS A FOLLOW-ON CONTRACT? [ ] YES [ ] NO. If YES, complete the following

Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract.

### 5. IS THIS A FINAL DD FORM 254? [ ] YES [ ] NO. If YES, complete the following

In response to the contractor's request dated , retention of the identified classified material is authorized for the period of .

### 6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

- **NAME, ADDRESS, AND ZIP CODE**
  - ALLIANT TECHSYSTEMS, INC. (ATK)
  - ADVANCED WEAPONS
  - 4700 NATHAN LANE NORTH
  - PLYMOUTH, MINNESOTA, 55442-2512

- **CAGE CODE**
  - 1PYT8

- **COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)**
  - DEFENSE SECURITY SERVICE
  - 17177 N. LAUREL PARK DRIVE, SUITE 417
  - LIVONIA, MI 48152-2659
  - POC-JOHN HEGEB, 414-535-5743

### 7. SUBCONTRACTOR

- **NAME, ADDRESS, AND ZIP CODE**
  - N/A

- **CAGE CODE**
  - N/A

### 8. ACTUAL PERFORMANCE

- **LOCATION**
  - ALLIANT TECHSYSTEMS, INC. (ATK)
  - ADVANCED WEAPONS
  - 4700 NATHAN LANE NORTH
  - PLYMOUTH, MINNESOTA, 55442-2512

- **CAGE CODE**
  - 1PYT8

- **COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)**
  - DEFENSE SECURITY SERVICE
  - 17177 N. LAUREL PARK DRIVE, SUITE 417
  - LIVONIA, MI 48152-2659
  - POC-JOHN HEGEB, 414-535-5743

### 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Renovation of the M4 Selectable Lightweight Attack Munition (SLAM) (DODIC MN28) to M4A1 SLAM (DODIC MP12) and Replacement Production of M4A1 and Production of M320A1 SLAM Improved Functional Trainer (SIFT) Kits.

### 10. THIS CONTRACT WILL REQUIRE ACCESS TO:

- **YES**
  - Communications Security (COMSEC) Information
  - Restricted Data
  - Critical Nuclear Weapon Design Information
  - Formerly Restricted Data
  - Intelligence Information:
    - (1) Sensitive Compartmented Information (SCI)
    - (2) Non-SCI
  - Special Access Information
  - NATO Information
  - Foreign Government Information
  - Limited Dissemination Information
  - For Official Use Only Information
  - Other (Specify)

- **NO**

### 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

- **YES**
  - Have access to classified information only at another contractor's facility or a government activity
  - Receive classified documents only
  - Receive and generate classified material
  - Fabricate, modify, or store classified hardware
  - Perform services only
  - Have access to U.S. classified information outside the U.S., Puerto Rico, U.S. possessions and Trust Territories
  - Be authorized to use the services of Defense Technical Information Center (DTIC) or other secondary distribution center
  - Require a COMSEC Account
  - Have operations security (OPSEC) requirements
  - Be authorized to use the Defense Courier Service
  - Other (Specify)

- **NO**

---

DD Form 254, DEC 1999

Previous editions are obsolete
Ref10j: For Official Use Only (FOUO) will be handled |AW AR 25-55, The Department of the Army Freedom Of Information Act Program.
Ref 10k- A&A/E Category II.
Ref 11e: Contractor will follow the guidelines of Chapters 4 and 5 of the NISPOM for the proper handling of classified information. Contractor will also follow guidance set forth within Security Classification Guide (SCG). The contractor requires access to classified source data up to and including (Secret) in support of the work effort. Any extracts or use of such data requires the contractor to apply derivative classifications and markings consistent with the source documents. Use of "Multiple Sources" on the "Derived From" line necessitates compliance with the NISPOM, paragraph 4-203a, and the use of a bibliography.
Ref 11d: The contractor will be required to store hardware and software for AFS processing.
Ref 11g: Contractor will prepare DD Form 1540, Registration for Scientific and Technical Information Services, in advance of any work to be performed, through the office listed in Block 12 for registration to DTIC. DD 2346, Militarily Critical Technical Data Agreement, will be completed for release and acceptance of Military Critical Technical Data.
Ref11l: Contractor personnel performing IT sensitive duties on site will be required to have an investigation in accordance with the standards of AR 25-2, Information Assurance, and the NISPOM.

Nishit Patel
NISHIT PATEL - COR
973-724-9260

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Contractor will be required to have a Secret facility clearance with Secret Safeguarding.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
   Nina Gallotta

b. TITLE
   Industrial Security Specialist

Cc. TELEPHONE (Include Area Code)
   973-724-7443

66-6/2011

X Nina Gallotta

DD Form 254 (BACK), DEC 1999
SECTION 17: REQUIRED DISTRIBUTION:

a. Alliant Techsystems, Inc. (ATK)
   Advanced Weapons
   4700 Nathan Lane North
   Plymouth, Minnesota, 55442-2512

c. Defense Security Service
   17177 N. Laurel Park Drive, Suite 417
   Livonia, MI 48152-2659
   POC: John Heger, 414-535-5743

e. Nishit Patel
   Contract Officer’s Representative
   973-724-9260
   Picatinny Arsenal, NJ 07806

f. USAG Picatinny Arsenal (Nina Gallotta)
   Industrial Security Office
   ATTN: IMNE-PIC-PLS, Bldg. 21
   Picatinny Arsenal, NJ 07806-5000
TABLE OF CONTENTS

1.0 PROGRAM TITLE .................................................................................................................. 4
2.0 PURPOSE ............................................................................................................................. 4
3.0 AUTHORITY .......................................................................................................................... 4
4.0 CLASSIFICATION INSTRUCTIONS/RECOMMENDATIONS ..................................... 5
5.0 CLASSIFICATION CHALLENGES ...................................................................................... 5
6.0 COMPILATION OF INFORMATION .................................................................................... 6
7.0 THREAT / INTELLIGENCE INFORMATION ......................................................................... 7
8.0 RELEASE OF OFFICIAL / CLASSIFIED INFORMATION ............................................... 7
9.0 APPLICATION ....................................................................................................................... 9
10.0 FOR OFFICIAL USE ONLY (FOUO) INFORMATION .................................................. 9
11.0 DISTRIBUTION STATEMENTS / EXPORT CONTROL WARNING NOTICES ............ 9
12.0 REPRODUCTION, EXTRACTION, DISSEMINATION .................................................. 11
13.0 LOSS, COMPROMISE, OR SUSPECTED COMPROMISE ........................................... 11
14.0 PROGRAM SUMMARY .................................................................................................... 12
15.0 OVERALL EFFORT ............................................................................................................ 13
  15.1 Administrative .................................................................................................................. 13
  15.2 Identification .................................................................................................................... 13
16.0 END ITEM ......................................................................................................................... 14
  16.1 External View .................................................................................................................... 14
  16.2 Internal View .................................................................................................................... 14
  16.3 Degree of Protection for Hardware ................................................................................ 14
  16.4 Packaging ........................................................................................................................ 14
  16.5 Storage ............................................................................................................................ 14
  16.6 In Transit ........................................................................................................................ 14
  16.7 Design and Photographs ............................................................................................... 14
17.0 HARDWARE ....................................................................................................................... 14
  17.1 SLAM Kill Mechanism ..................................................................................................... 14
  17.2 SLAM Mock or High Explosive Main Charge ............................................................... 14
  17.3 SLAM Electronic Assembly ........................................................................................... 14
  17.4 SLAM Piece Parts / Components ................................................................................ 14
18.0 PERFORMANCE and CAPABILITIES ........................................................................... 14
  18.1 Munition .......................................................................................................................... 14

Page 2 of 18
FOR OFFICIAL USE ONLY

19.0 GENERAL .................................................................................................................. 15
19.1 SLAM emplacement pattern ..................................................................................... 15
19.2 SLAM emplacement densities .................................................................................. 15
19.3 SLAM emplacement densities related to effectiveness ............................................ 15
19.4 EOD procedures ........................................................................................................ 16
19.5 Demilitarization procedures ..................................................................................... 16

20.0 SPECIFICATIONS ....................................................................................................... 16
20.1 Safe and arming device characteristics, drawings and specifications ..................... 16
20.2 Explosive type/specifications ................................................................................... 16
20.3 Physical characteristics depicting dimensions & size of SLAM kill mechanism and explosives charge including cut-aways, mock-up models and drawings ......................................................... 16

21.0 VULNERABILITIES AND WEAKNESS .................................................................. 16
21.1 Vulnerability to countermeasure ............................................................................... 16
21.2 Description of specific countermeasure techniques, performances verse countermeasures and detailed tests results and operations which provide critical information for countermeasures ................................................................. 16

22.0 FOREIGN MILITARY SALE ISSUES ................................................................. 16

23.0 CONCURRENCES ..................................................................................................... 17
1.0 PROGRAM TITLE

1.1 Selectable Lightweight Attack Munition (SLAM): M4E1, and SLAM Training Kit: M320E1

1.1.1 Security Classification Guide

1.2 Date Approved: XX XXX 2009

1.3 DA Project No: E57000

1.4 Issued By: Program Executive Office Ammunition, New Jersey 07806-5000

1.5 Office of Primary Responsibility (OPR): Office of Project Manager Close Combat System (OPM-CCS).

1.5.1 Action Officer: Edward Chin

1.5.2 Office Symbol: SFAE-AMO-CCS

1.5.3 Telephone Numbers: DSN 880-6161 / Commercial (973)724-6161

1.6 Approved By: Program Executive Officer Ammunition

1.7 Distribution Limitations: Distribution Statement D. DISTRIBUTION IS AUTHORIZED TO DOD AND US DOD CONTRACTORS ONLY. Further dissemination only as directed by Commander, Office of Program Manager – Close Combat Systems, Picatinny Arsenal, NJ 07806-5000. This technical data package contains sensitive technology on a new weapon system. This determination was made on 24 October 1990.

2.0 PURPOSE

2.1 The purpose of this guide is to provide instructions and guidance on the classification/declassification of information and material involved in the Selectable Lightweight Attack Munition.

2.2 Information classified pursuant to this Security Classification Guide (SCG) shall be safeguarded in accordance with DOD 5200.1R (DOD Information Security Program), AR 380-5 (Department of the Army Information Security Program), and DOD 5220.22M (National Industrial Security Program Operating Manual).

3.0 AUTHORITY

3.1 Classification Authority
3.1.1 This guide is issued under the authority of DOD 5200.1R and Section IV, Chapter II, AR 380-5 Executive Order 12958, Classified National Security Information, as Amended.

3.1.2 This guide constitutes authority and may be cited as the basis for classification, regarding or declassification of information concerning the SLAM. Unless otherwise noted, information or material identified as classification in this guide is classified by authority of the Program Executive Officer Ammunition.

4.0 CLASSIFICATION INSTRUCTIONS/RECOMMENDATIONS

4.1 Classification Changes

4.1.1 Changes in classification required by application of this guide shall be made immediately.

4.1.2 Classification changes appearing in any of the items within this Guide constitute authority for regarding or declassification of previous classified material.

4.2 Classification Recommendations

4.2.1 Questions concerning the content and interpretation of this Guide should be directed to the issuing activity.

4.2.2 If the security classification contained in this guide impose requirements that are impractical because of current conditions, changes, effort progress, scientific and state-of-the-art technologies advances, or if any other contributory factors indicate a need for changes in this Guide, complete documented and justified recommendations should be made, via appropriate channels, to Program Executive Officer Ammunition. Pending final decision thereon, the items of information involved shall be handled and protected at the higher of the current classifications or the recommended changes. All users of this Guide are encouraged to assist in improving and maintaining the currency and adequacy of this Guide.

4.3 Duration of Classification

4.3.1 The declassification date is established as 10 years following the projected date of Full Materiel Release.

5.0 CLASSIFICATION CHALLENGES

A. Questions concerning the content and interpretation of this guide and appended SCGs should be directed through appropriate channels to the OPR. If current conditions, progress made in this effort, scientific or technological developments, advances in the state of the art, or other factors indicate a need for change, justified recommendations should be made, in writing, through appropriate channels to the OPR. Pending final decision, the information will be protected at either the current or recommended classification level, whichever is higher. All users of this guide are encouraged to assist
in improving its currency and adequacy. Over classification or incorrect classification should be brought to the attention of the OPR.

B. Changes to this guide will be made by the issuance of a numbered change letter with corrected pages to all holders for insertion in place of superseded pages. Upon receipt of a letter change, the appropriate changes will be made, superseded pages destroyed, and the change promulgation letter inserted as the first page of the guide.

C. All information or material that is classified solely using this guide shall cite this SCG as the authority for classification and shall reflect such on the “Derived from” line. When citing this guide, the appropriate entry is:

Derived From: SLAM SCG
Declassify On: 30 September 2022

D. Information or material that is classified using this guide and other security classification guidance shall cite “Multiple Sources” on the “Derived from” line and record the sources, as appropriate on the record copy. As a general principle, while classification criteria contained in such sources shall be applied rigorously, a conscious effort shall be made to avoid creating new or additional restrictions on information access within the IMS program. The primary basis for a decision to classify shall be: (1) to deny potential opponents actionable information that may be used to threaten U.S. forces in the field or reduce their effectiveness; (2) to protect sensitive intelligence sources or methods; (3) to protect advanced technologies that offer a major operational advantage to U.S. forces when used covertly; or (4) to deny to foreign entities knowledge of current or potential future U.S. force deficiencies.

6.0 COMPILATION OF INFORMATION

6.1 In some circumstances, classification may be required if the compilation of unclassified items of information provide an inference that warrants classification. Similarly, a higher classification may be assigned to a compilation of information if the compilation provides an added factor that warrants higher classification than that of its component parts. Classification on this basis will be used sparingly, and complete justification of this classification method will be stated on the title or first page of the document. The classification and marking process is as follows:

A. When a document comprises individually unclassified items of information is classified by compilation, the overall classification shall be marked conspicuously at the top and bottom of each page and the outside front and back covers (if applicable). An explanation of the basis for classification by compilation shall be placed on the face of the document or included in the text.

B. If portions, standing alone, are unclassified, but the document is classified by compilation or association, those portions shall be marked “U” and the document and pages shall be marked with the classification of the compilation. An
explained of the classification or the circumstances involved with association must be included.

C. If individual portions are classified at one level and the compilation is a higher classification, each portion shall be marked with its own classification and the document and pages shall be marked with the classification of the compilation. An explanation of the classification by compilation is required.

7.0 THREAT / INTELLIGENCE INFORMATION

7.1 Data or information relating to the threat systems or other intelligence derived from material must bear the security markings of that threat/intelligence material. The release of threat/intelligence may require the consent of the originator. The servicing Foreign Intelligence Office (FIO) controls all dissemination of threat/intelligence information. Threat/intelligence information will not be reproduced, released to contractors or disseminated unless approved by the FIO.

8.0 RELEASE OF OFFICIAL / CLASSIFIED INFORMATION

8.1 Public Release of Official Information

8.1.1 Any public release of official information pertaining to this program shall be forwarded to The Office of Project Manager for Close Combat Systems for review and further processing. This includes proposed publicity releases by prime contractors under Section 5.5, "National Industrial Security Program Operating Manual (DOD 5220.22-M)". The term “release” applies but is not limited to articles, speeches, photographs, brochures, advertisements, displays, and presentations, etc., on any phase of this program. It is incumbent upon defense contractors or other agencies to screen all information submitted by them for release approval to ensure that it is unclassified, and certification to this effect is required. Requests for public release of the requestor must avoid applying any security classification markings to either the letter of transmittal or the material itself.

8.1.2 Scheduled visits of public media representatives shall receive permission from the issuing office when information to be disclosed has not been officially approved for public release.

8.1.3. Only information that already has been approved for public release may be released without coordination with the issuing office. Information developed after initial approval for public release must be submitted for review and further processing as outlined in para. 8.1.1 above.

Page 7 of 18
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8.1.4 Prime contractors are responsible for ensuring that each of their subcontractors comply with these requirements. Subcontractors must submit any material prepared by them for public release approval through their prime contractor. The latter shall make appropriate comments if he concurs in the release, or, if appropriate, he may reject the proposal without further coordination with the issuing office.

8.2 Unilateral Public Release of Official Information

8.2.1 Unilateral public release of marked or unmarked official information pertaining to this program is expressly prohibited. Replies to queries from unofficial sources may be made only after the express approval of Program Executive Officer Ammunition has been obtained (as outlined in paragraph 8.1.1). No other dissemination or approval procedure is authorized. This prohibition extends to all publications, both in-house and external, and to all conversations, speeches or oral statements, except those made in the normal conduct of official business. The need-to-know principle shall be applied at all times.

8.3 Release of Classified Information at Symposia, Seminars, Conferences

8.3.1 All speeches, presentations, etc., to be released at classified symposia, seminars, conferences, etc., will be submitted for approval to the Army Contracting Command (ACC), Joint Munitions and Lethality (JM&L) Contracting Center, Picatinny Arsenal, a minimum of 30 days prior to the proposed release date. The request for review will include the name of the individual making the presentation, date of the presentation, title of the symposium, seminar, conference, etc., and a statement to the effect that the paper does not contain information regarding patented information which has been subjected to the Patent Secrecy Act.

8.4 Release of Information and/or Hardware to Foreign Government or their Representatives

8.4.1 All requests for information and/or hardware, classified or unclassified, must be made via appropriate foreign disclosure channels. Any government activity or defense contractor receiving a request from a foreign government, or representative thereof, for classified information pertaining to this program shall forward the request to The Office of the Project Manager for Close Combat Systems, ATTN: SFAE-AMO-CCS. A minimum of 45 working days is required to process release requests.

8.4.2 No Foreign Release: Release of classified information to foreign nationals is prohibited.

8.5 Release of Unclassified Technical Information and/or Hardware to US Citizen Residing in Foreign Countries or Foreign Nationals

8.5.1 Any government activity or defense contractor receiving a request for unclassified technical information and/or hardware from U.S. citizens residing in foreign countries shall forward all requests pertaining to this program to The Office of the Project Manager for Close Combat Systems. A minimum of 45 working days is required to process release requests.
9.0 APPLICATION

9.1 This guide is applicable to the Selectable Lightweight Attack Munition (SLAM): M4E1, and SLAM Training Kit: M320E1

10.0 FOR OFFICIAL USE ONLY (FOUO) INFORMATION

10.1 For Official Use Only: Information that has been given a Security Classification pursuant to an Executive Order and may be withheld from public disclosure for one or more of the exemptions cited in AR 25-55 shall be given the protective FOUO marking.

10.2 Protective Measures

10.2.1 Documents containing FOUO information will be issued only to those individuals and organizations that demonstrate a legitimate need for the information.

10.2.2 Documents containing FOUO information will not be proposed for public release unless the need to communicate in a timely manner outweighs the potential damage through hostile interception and a secure means of transmission is not readily available.

10.2.3 FOUO information will not be communicated over unsecured telephones unless the need to communicate in a timely manner outweighs the potential damage through hostile interception and a secure means of transmission is not readily available.

10.2.4 FOUO information shall be secured when not attended in a manner that precludes access by unauthorized persons (i.e., locked desk, file cabinets, or office area which has a controlled key).

10.2.5 FOUO information will be destroyed in a manner that prevents access by unauthorized persons such as tearing, shredding, burning, and pulping.

10.3 Freedom of Information Act (FOIA): Any unclassified technical data, the disclosure of which would be of value to hostile intelligence collectors where analysis of the information could provide useful targeting data or would provide insight into information that has been determined to be classified, is exempt from the FOIA per 5 U.S.C. 552 (b) (3). Such data will be marked FOUO.

11.0 DISTRIBUTION STATEMENTS / EXPORT CONTROL WARNING NOTICES
11.1 Distribution statements are required to be placed on technical documents no matter if they are classified or unclassified. Export controlled warning notices will be applied only to technical documents containing critical technology. These notices will be placed on the front cover or first page of the document. When possible, parts that contain information creating the requirement for distribution statement or other warning notice shall be prepared as an appendix to permit broader distribution of the basic document.

11.2 Technical documents contain information (experimental, developmental, engineering works) that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair or overhaul material. The information may be in text, graphic or pictorial form.

11.3 The following statements will be applied to technical documents as defined as above. Exceptions for the use of another distribution statement shall be submitted to the PM-CCS Office, in writing, with justification.

11.4 DISTRIBUTION STATEMENT D - DISTRIBUTION IS AUTHORIZED TO DOD AGENCIES AND DOD CONTRACTORS ONLY. FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDER, PROJECT MANAGER FOR CLOSE COMBAT SYSTEMS, PICATINNY ARSENAL, NJ 07806-5000.

11.5 Reasons for applying distribution D: Vulnerabilities or capabilities of systems, installations, projects or plans relating to the national security.

11.5.1 Foreign Government Information: To protect and limit distribution in accordance with the desires of the foreign government that furnished the technical information.

11.5.2 Administrative or Operational Use: To protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means. This protection covers publications required solely for official use or strictly for administrative or operational purposes. This statement may be applied to manuals, pamphlets, technical orders, technical reports, and other publications containing valuable technical or operational data.

11.5.3 Software Documentation: Releasable only in accordance with DOD Instruction 7930.2, Automatic Data Processing (ADP) Software Exchange and Release.

11.5.4 Critical Technology: To protect information and technical data that advance current technology or describe new technology in an area of significant or potentially significant military application or that relate to a specific military deficiency of a potential adversary. Information of this type may be classified or unclassified; when unclassified, it is export-controlled and subject to the provisions of DOD Directive 5230.25. Apply the following notice to the front cover or title page:
11.5.5 Warning – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, USC, Sec 2751 etc) or the Export Administration Act of 1979, as amended (Title 50, USC, App 2401 etc). Violations of these export laws are subject to severe criminal penalties.

11.5.6 Specific Authority: To protect information not specifically included in the above reasons and discussions, but which requires protection in accordance with valid documented authority such as Executive Orders, classification guides, DOD or DOD component regulatory documents. When filling in the reasons, cite “Specific Authority (identification of valid documented authority)”.

12.0 REPRODUCTION, EXTRACTION, DISSEMINATION

12.1 Authority for reproduction, extraction, and dissemination of this guide is granted to DOD and U.S. DOD contractors involved in SLAM. All other requests for dissemination of this guide shall be referred to the OPR.

13.0 LOSS, COMPROMISE, OR SUSPECTED COMPROMISE

13.1 Report the loss, compromise, or suspected compromise of classified SLAM information or material to the Defense Security Service (973) 390-9949 within 24 hours of the incident.
14.0 PROGRAM SUMMARY

The M4E1 SLAM is a multipurpose, one-shot, anti-materiel/demolition device, compact, lightweight munition with anti-disturbance and self-destruct features. The M4E1 SLAM is designed to be readily portable and hand-emplaced against lightly armored infantry vehicles, parked aircraft, wheeled or tracked support vehicles, and ammunition or Petroleum, Oil and Lubrication (POL) storage sites.

The M320E1 SLAM is a compact, lightweight trainer with an anti-disturbance feature. The M320E1 is the same size and shape as the SLAM M4E1. This trainer is totally inert and is powered to provide feedback to the user and SLAM Improved Functional Trainer (SIFT) through the use of two Light Emitting Diode (LED) lights. One of the LED lights corresponds to the Bottom and Side Attack mode and the other LED light corresponds to the Time Demolition mode. The LED output can be a steady or flashing green light. The LED output can also be a steady or flashing red light. The four LED light states indicate current SLAM status, errors or detonation. Internally the SLAM contains a buzzer which emits noise to indicate an error has been made during employment of SLAM or when detonation has occurred. The device has the same sensor and timing functionality as the real M4E1. The controls and functions of the SIFT trainer are identical to the M4E1 except for the “warhead”. The SIFT trainer contains an inert warhead which consists of a battery compartment, LED lights, and a lights on/off button.
<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>CLASS</th>
<th>DECLAS</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>15.0 OVERALL EFFORT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1 Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1 General Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.1 Program Name</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.2 Description of Selectable Lightweight Attack Munition (SLAM): M4E1, SLAM Training Kit: M320E1</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.3 Program Budgets and Funding</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.4 Program Schedules, Milestones, IOC Date</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.5 Production Quantities and Delivery Rates</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.6 World Wide Assets</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.1.7 Requirements or Assets by Command or Claim</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.2 Contractor Relationships</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.2.1 Association of specific vendors with Selectable Lightweight Attack Munition (SLAM): M4E1, SLAM Training Kit: M320E1</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.3 Program Resources</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.3.1 Funding Level</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.3.2 Overall budget by year, category, and system (e.g., POM submission)</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.3.3 Manpower, overall by year, category, skill, and system</td>
<td>U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.3.4 Identification of particular installation, facility, or range associated with Selectable Lightweight Attack Munition (SLAM): M4E1, SLAM Training Kit: M320E1</td>
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<tr>
<td>15.1.3.5 Information about Selectable Lightweight Attack Munition (SLAM): M4E1, SLAM Training Kit: M320E1 related facilities that reveal production details (e.g., capacity, volume, etc.)</td>
<td>U</td>
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<tr>
<td>15.2 Identification</td>
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</tbody>
</table>
### Security Classification Guide for: Selectable Lightweight Attack Munition (SLAM): M4E1, SLAM Training Kit: M320E1

<table>
<thead>
<tr>
<th>15.2.1 Model Designation</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.2.2 Code Name</td>
<td>U</td>
</tr>
<tr>
<td>15.2.3 Nomenclature</td>
<td>U</td>
</tr>
<tr>
<td>15.2.4 Stock Number</td>
<td>U</td>
</tr>
<tr>
<td>15.2.5 Military Application</td>
<td>U</td>
</tr>
</tbody>
</table>

#### 16.0 END ITEM

<table>
<thead>
<tr>
<th>16.1 External View</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.2 Internal View</td>
<td>U</td>
</tr>
<tr>
<td>16.3 Degree of Protection for Hardware</td>
<td></td>
</tr>
<tr>
<td>16.4 Packaging</td>
<td>U</td>
</tr>
<tr>
<td>16.5 Storage</td>
<td>U</td>
</tr>
<tr>
<td>16.6 In Transit</td>
<td>U</td>
</tr>
<tr>
<td>16.7 Design and Photographs</td>
<td>U</td>
</tr>
</tbody>
</table>

#### 17.0 HARDWARE

<table>
<thead>
<tr>
<th>17.1 SLAM Kill Mechanism</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.2 SLAM Mock or High Explosive Main Charge</td>
<td></td>
</tr>
<tr>
<td>17.3 SLAM Electronic Assembly</td>
<td>U</td>
</tr>
<tr>
<td>17.4 SLAM Piece Parts / Components</td>
<td>U</td>
</tr>
</tbody>
</table>

#### 18.0 PERFORMANCE and CAPABILITIES

| 18.1 Munition            | |

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Page 14 of 18
FOR OFFICIAL USE ONLY
<table>
<thead>
<tr>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.1.1 Association of munition sensor / transducer type(s) with end item or military application</td>
</tr>
<tr>
<td>18.1.2 Self-Destruct and arming times</td>
</tr>
<tr>
<td>18.1.3 Complete schematic giving signal processing description, counter-countermeasure circuitry diagrams and complete counter-countermeasure operating descriptions</td>
</tr>
<tr>
<td>18.1.4 Performance Characteristics and Specifications of sensor(s) / transducer(s) when specifically referenced to the end item or military application</td>
</tr>
<tr>
<td>18.1.5 Tank / vehicle and target signatures in terms of wave shape and amplitude</td>
</tr>
<tr>
<td>18.1.6 Reliability requirements / goals and detecting and functioning against threat targets.</td>
</tr>
<tr>
<td>18.1.7 Specific lot (one) acceptance data of battery, S&amp;A assembly and electronic assembly</td>
</tr>
<tr>
<td>18.1.8 Kill mechanism effectiveness, physical damage to targets when identified with specific firing conditions, kill probabilities for SLAM munition system</td>
</tr>
<tr>
<td>18.1.9 Test Data &amp; Reports</td>
</tr>
<tr>
<td>19.0 GENERAL</td>
</tr>
</tbody>
</table>

19.1 SLAM emplacement pattern
19.2 SLAM emplacement densities
19.3 SLAM emplacement densities related to effectiveness
### 19.4 EOD procedures

| 19.4.1 EOD disposal procedures | U |
| 19.4.2 EOD render safe procedures as found in EOD document | C |

Classified in accordance with "Explosive Ordnance Disposal Nonnuclear Security Classification Guide". Reference this guide for declassification date information.

### 19.5 Demilitarization procedures

| U |

### 20.0 SPECIFICATIONS

| 20.1 Safe and arming device characteristics, drawings and specifications | U |
| 20.2 Explosive type/specifications | U |
| 20.3 Physical characteristics depicting dimensions & size of SLAM kill mechanism and explosives charge including cut-aways, mock-up models and drawings | U |

Schematics as referenced in 18.1.3 are not included in this element.

### 21.0 VULNERABILITIES AND WEAKNESS

| 21.1 Vulnerability to countermeasure | S | 30 Sep 2022 |
| 21.2 Description of specific countermeasure techniques, performances verse countermeasures and detailed tests results and operations which provide critical information for countermeasures | S | 30 Sep 2022 |

Classify performance and design data consistent with paragraphs 18.1.3, 18.1.5 and 21.2

### 22.0 FOREIGN MILITARY SALE ISSUES

Foreign Military Sale is not permitted

**NOTE:** An end item (photograph, drawing, view, etc.), containing multiple elements (i.e. 18.1.1 and 18.1.3) will be marked to show the highest level of classification of information contained in the end item.
23.0 CONCURRENCES

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Page 17 of 18
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