

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Fixed Price with EPA - Actual Costs		Page 1 Of 16	
2. Amendment/Modification No.  0005		3. Effective Date  2022DEC09		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By  ARMY CONTRACTING COMMAND - RI JACOB HARRISON ROCK ISLAND, IL 61299-8000  EMAIL: JACOB.T.HARRISON15.CIV@ARMY.MIL		Code W519TC		7. Administered By (If other than Item 6)		Code	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.  W52P1J-19-R-0142	
						9B. Dated (See Item 11) 2022SEP30	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2022DEC12 05:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2</u> signed copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JACOB HARRISON  
Buyer Office Symbol/Telephone Number: CCRI-AB/(309)782-7519  
Type of Contract 1: Fixed Price with EPA - Established Prices  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

W52P1J-19-R-0142 / Amendment 0005

The purpose of this amendment 0005 is to incorporate the following changes into solicitation W52P1J-19-R-0142.

1. Extend the solicitation closing date from 09 December 2022 to 12 December 2022, as specified in Block 9 of the SF33.
2. Allow for electronic submittal of proposals via email or DOD SAFE, as specified in Section L. Requests for DOD SAFE links shall be requested through the PCO.
3. All other terms and conditions of solicitation W52P1J-19-R-0142 remain in full force and effect.

\*\*\* END OF NARRATIVE A0006 \*\*\*

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For purposes of evaluation, the term Offeror is defined as the entity submitting the proposal as identified on the SF33. All references to subcontractors and parent or affiliated companies within the proposal shall be clearly identified, to include their CAGE code. Proposal shall be submitted in accordance with this section. Offeror should thoroughly review Sections L and M prior to submitting a proposal. The following factors will be used to determine the best overall proposal: Production; Operations; Past Performance; Price; and Small Business Participation.

A. Proposal Submission.

1. Offeror shall submit its proposal to:

US Army Contracting Command - Rock Island  
Attn: PCO, Mr. Jacob Harrison, CCRI-AMR  
3055 Rodman Avenue  
Rock Island, IL 61299-8000

2. A complete proposal shall include the following: cover letter, a table of contents, and separate volumes as indicated below:

Volume 1 - Production Factor  
Subfactor 1 - Technical and Schedule  
Subfactor 2 - Program Management  
Volume 2 - Operations Factor  
Subfactor 1 - Modernization  
Subfactor 2 - Performance Work Statements (PWSs)

Volume 3 - Past Performance Factor  
Volume 4 - Price Factor  
Volume 5 - Small Business Participation Factor  
Volume 6 - Indemnification Request Package (if being requested)

Volume 7 - Executed copy of solicitation, including certifications and representations, JV agreements, small business subcontracting plan, cover letter, and master table of contents, and any solicitation amendments, signed by an individual authorized to bind the company.

3. Offeror shall submit its proposal in Adobe PDF (Portable Document Format) with the exception of the price matrices. Scanned PDF documents must be legible and shall have the ability to be viewed in Adobe Acrobat. The Offeror shall not lock or password protect any file. All DVD files shall be virus-scanned, searchable, reproducible, accessible, and printable. Bookmarks must be utilized to easily locate sections of the proposal. Offeror shall submit the following:

Volume 1 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 2 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 3 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 4 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 5 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 6 - One (1) DVD or electronic submission (email or DOD SAFE)  
Volume 7 - One (1) DVD or electronic submission (email or DOD SAFE)

4. All volumes are due as indicated in Block 9 of the solicitation.

5. Each volume shall contain a table of contents and a matrix cross-referencing the proposal and the solicitation to allow the Government to ascertain that all required sections of the proposal are fully addressed. Each volume stands on its own for evaluation purposes and must include all information necessary for evaluation (e.g., if it is to be evaluated in response to a Section L, Volume 1 requirement, the information must be included in the Offerors Volume 1 proposal for it to be considered). Offerors are also required to provide all required information for each subfactor independently. When rating a subfactor, the Government will only evaluate the information provided in the section of the proposal addressing that particular subfactor. When rating a factor that does not have subfactors, the Government will only evaluate the information provided in that volume, unless specifically noted otherwise within that evaluation factor. The Government will not supplement the information found in one subfactor or volume with information found in another as part of its evaluation of the proposed approach; however, any inconsistencies found in the proposed approach under one volume or subsection which call into question the veracity, credibility, or reliability of statements made in other sections or volumes may be taken into consideration.

6. Each volume shall not exceed the following limitations. Pages shall be 8.5 inches x 11 inches; however, graphs, charts, tables, spreadsheets, and diagrams may use oversized paper of 8.5 inches x 14 inches or 11 inches x 17 inches. Any other page sizes are not permitted. Text size shall be no less than 12 point font; however, graphs, charts, tables, spreadsheets, and diagrams may use text size no less than 8 point font. All pages shall be numbered, contain at least a one inch margin, and utilize Times New Roman font for paragraphs of text and either Times New Roman or Arial, except for Arial Narrow, for paragraph headings, graphs, charts, tables, spreadsheets, and diagrams.

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7. Page Limitations: The Government will not read nor evaluate pages exceeding the below prescribed page limitations. The Offeror shall only include page numbers on those pages it intends to be evaluated. Excess pages will be removed from the proposals. Page limitations do not include table of contents, cross reference matrices, list of figures, lists of acronyms, section bookmarks/dividers, or indices. Cover letters, proposal introductions, and executive summaries will be included in the overall page count. No material may be incorporated in the proposal by reference, attachment, appendix, videotape, audiotape, or other electronic media as a means to circumvent the page limitation. No electronic video or audio material will be reviewed or considered in the evaluation. Files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

Offerors shall clearly identify which pages are to be evaluated by including a page number. For pages included against the page limitations, Offerors shall put only the page number (i.e., 1, 2, 3, etc.) for each volumes submission. For pages to be evaluated, but are excluded from the page limitations, as identified below, Offerors shall separately number each submission with a unique identifier to clearly indicate the submission (i.e., FMEA 1, FMEA 2, etc.; or IMS 1, IMS 2, etc.; or LOC 1, LOC 2, etc.).

- a. Volume 1, Production, shall not exceed 175 pages, inclusive of a limit of 40 oversized pages. The Integrated Master Schedule (IMS), Failure Mode Effect Analyses (FMEA) and letters of commitment are excluded from the page count limit. Any narratives, analyses, detailed descriptions, explanations, or calculations supporting the IMS and FMEA are NOT excluded from the page count limit. For a teaming approach, signed copies of proposed letters of commitment or teaming agreements are also excluded from the page count limit.
- b. Volume 2, Operations, shall not exceed 125 pages, inclusive of a limit of 30 oversized pages. For a teaming approach, signed copies of proposed letters of commitment or teaming agreements are also excluded from the page count limit.
- c. Volume 3, Past Performance, Relevant Delivery and Quality Performance Narratives have a seven (7) page maximum for each reference. Adverse Contract Performance narratives have no page limitations.
- d. Price, Indemnification Request, and Executed Solicitation volumes (Volumes 4, 6, and 7 respectively) do not contain a page limitation.
- e. Volume 5, Small Business Participation, shall not exceed 10 pages; Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", Individual Subcontracting Report (ISR), or Summary Subcontract Reports (SSRs) from the Electronic Subcontracting Reporting System (eSRS), and commercial plans associated with the SSRs are excluded from the page count limit.

8. The Government presumes the Offerors proposal represents its best effort to respond to the solicitation. The Offerors submission shall therefore be thorough and complete. The Offeror is expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor and subfactor. The Government does not desire excess verbiage, unnecessary and elaborate brochures, lengthy, repetitious, disorganized presentations, or any information beyond that sufficient to present and complete an effective offer. Deficiencies, whether informational or technical, may be cause for elimination from the competitive range and/or rejection of an offer. Unsupported promises to comply with the contractual requirements are not sufficient. Proposal shall not merely reiterate the contractual specifications, but rather shall provide convincing documentary evidence of how contract requirements will be met.

9. The successful proposal may be incorporated into the resultant contract in whole or in part.

10. Offeror is responsible for submitting the virus-scanned DVD or electronic submission (email or DOD SAFE) of its proposal to the designated location by the date and time specified in Block 9 of the SF33. Failure to do so will result in the proposal being considered late and treated in accordance with FAR 15.208.

11. Offerors shall not propose any assumptions that take exception to the solicitation.

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B. VOLUME 1 - PRODUCTION FACTOR

Subfactor 1 Technical and Schedule

1. Production Processes: Offeror shall provide a description of the unit operations and manufacturing required to safely produce the products listed below. The Offerors process description shall include, but not be limited to the following: receipt and certification of raw materials, key process parameters and process conditions, key regulatory requirements, required process safety information, in-process and final inspection and testing; as well as a description of which intermediates will be produced in-house, and which will be purchased. The Offerors process description shall assume each product is produced with all necessary raw materials.

- a. Composition C-4
- b. IMX-101
- c. PBXN-9
- d. TATB Type 2 (Dry)

2. Integrated Master Plan (IMP) and Integrated Master Schedule (IMS): Offeror shall provide its IMP and IMS for meeting the requirements of the example order (provided for evaluation purposes), Attachment 0032, located in Section J. The following shall be assumed when preparing the IMP and IMS: all start-up activities; equipment preparation, safety checks and other requirements have been contractually met; and explosive production has been ongoing.

a. The plan shall encompass the execution of the sample order in compliance with production, safety, regulatory, and applicable facility performance requirements. The Offeror shall include an introduction, IMP (events, accomplishments, and criteria) - where events include pre-production events, production events, test and evaluation events and events to achieve shipment and delivery of each order. For all events, the Offeror shall provide the name of the event, accomplishments, and criteria.

b. For the narrative portion of the IMP, the Offeror shall provide the task narrative that describes all system management tools it will use to control raw material, logistical, technical, cost and schedule risks, inclusive of the levels of engineering, components, and resources; and provide the processes to document and control manufacturing processes. The task narrative shall explain and describe the following:

- i. The startup and management of separate manufacturing lines at different times;
  - ii. Description of how the Operating Contractor workforce will be organized, trained, and deployed;
  - iii. Raw material and component availability (in-house supply and external supply);
  - iv. Equipment maintenance;
  - v. Material flow (DoD vs. commercial);
  - vi. Traceability of product(s);
  - vii. Product campaign and product change-over including required resources, time and activities;
  - viii. Clean-up of manufacturing lines and process equipment;
  - ix. Process equipment set-up and start-up plans;
  - x. Identification of the unit operations/buildings needed for specific products;
  - xi. Preparation activities for FAT, Validation Tests, and product acceptance criteria;
  - xii. Description of how In-Process test data will be assessed and documented to support production decisions and describe its tracking system, including a description of the data to be collected and how the data will be recovered and made available for review and evaluation.
- c. IMS: The Offeror shall provide a detailed IMS that captures discrete tasks that constitute the work required for the successful execution of the example order. The tasks shall be time-phased, detailing activities required to support the IMP events, accomplishments, and criteria, as well as incorporating the appropriate task narrative requirements. The IMS shall include the following:
- i. Durations provided for each discrete task, including major/key subcontractor and suppliers schedules.

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- ii. Predecessor and successor relationships for each delivery order as well as between delivery orders.
- iii. Horizontal integration that demonstrates tasks are planned in a logical sequence considering the interdependencies between products and processes.
- iv. Vertical Integration that demonstrates consistency between the levels of the schedule and ensures all requirements are aligned to achieve the delivery schedule.
- v. Identification of durations of tasks that address risks to the schedule and a supporting narrative that explains how the schedule best mitigates those risks.
- vi. Critical path for each overall order as well as the critical path for the entire example order, with a supporting narrative that explains the critical path and any unusual program aspects affecting it.
- vii. Analysis furnished to describe that the proposed schedule is supportable and achievable considering contract requirements, commercial use of the facility, downtime, delays, and expected or required maintenance activities.

3. Failure Analysis: Offeror shall provide a description of its failure analysis process and methodology to determine root cause(s). The description shall also include the Offerors plan for flowing down this methodology to its suppliers and subcontractors and its formal follow-up process to ensure information and action items are received, understood and appropriately implemented in a timely manner. The description shall include the Offerors plan for notifying and including the Government in its failure analysis process and a description of how it will document and provide a completed failure analyses to the Government. The Offeror shall provide two examples of a Failure Modes Effect Analysis of explosive production defects and/or unexpected production events. The Offeror may use hypothetical or experiential examples to showcase these examples.

Subfactor 2 - Program Management:

- 1. Supply Chain Management Plan: Offeror shall submit a supply chain management plan. The supply chain management plan shall include supplier qualification procedures, management of single and multiple sources of supply, flow down of contract performance requirements, and subcontractor management activities necessary to ensure production and delivery requirements will be met.
- 2. Material Control: Offeror shall provide a plan for managing a material control system through all stages of production and acceptance, including, but not limited to the following: flow down of requirements to suppliers and subcontractors, incoming raw materials management and inspection, in-process materials, stored product, packaging materials, final products, and the analytical testing equipment used to assess key parameters of each. This includes the Offerors approach for the segregation and control of non-conforming material (NCM) to include how the material will be transported, stored and dispositioned, supporting quality and process data to be used in these determinations, identification of rework procedures and commercial designation and how this material will be documented and communicated to the Government.
- 3. Waste Stream Management Plan: The Offeror shall submit a Waste Stream Management Plan describing how it will manage hazardous and non-hazardous production waste streams and byproducts to promote operational efficiencies and environmental stewardship. This includes the Offerors approach to minimizing the generation of wastes through process optimization and other activities, reusing production byproducts where applicable and securing commercial outlets for the sale of production by-products. Examples of HSAAP waste streams include, but are not limited to, spent acid from NTO production, explosive contaminated packaging materials, off-specification explosives, and Ammonium Nitrate Solution (ANSol) byproduct.
- 4. Risk Management Plan (RMP): Offeror shall submit its approach to developing a RMP that includes identifying, analyzing, mitigating, and managing the risks associated with explosive production including, but not limited to, industrial and process safety, start-up and operation of the facility, materials, suppliers, cost, and both supply chain and facility single points of failure.
- 5. Management Approach: Offeror shall provide a plan detailing its overall management approach to include, at a minimum, the proposed management structure including roles and responsibilities, reporting lines, key responsibilities and how they will be integrated into the overall management approach. Letters of commitment shall be provided for each teammate/subcontractor proposed under this factor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary. Positions and their required qualifications shall be identified for the following:
  - a. Program management, production planning and control, production management and contracting positions responsible for meeting the contract requirements including schedule and performance of simultaneous efforts in a dynamic production environment.
  - b. Engineering and Quality Assurance/Quality Engineering positions responsible for TDP compliance, configuration management, manufacturing processes, quality assurance activities, non-recurring engineering, testing and evaluation, and facilities engineering/management.

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c. Facility Management positions responsible for meeting the contract requirements.

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C. VOLUME 2 - OPERATIONS FACTOR

Subfactor 1 - Modernization:

1. Offeror shall detail its approach for executing a robust (\$50-200M/year depending on requirements and funding availability) Modernization program for new and improved infrastructure and facilities to support process sustainment, process and safety improvement, and environmental compliance for the explosive production mission at HSAAP. The Offerors approach shall address project development/acquisition strategies, cost estimating, project management, facility/infrastructure design, process engineering, construction, commissioning, and transition to production. The approach shall also address the methodology to develop and maintain a modernization strategy that includes multiple independent projects time phased and how they will be prioritized to achieve longer term capability, sustainment, safety, and compliance for the facility, as well as the approach for technology insertion and the execution and integration of modernization projects while maintaining production continuity.

2. Letters of commitment shall be provided for each teammate/subcontractor proposed under this subfactor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

Subfactor 2 - Performance Work Statement (PWS):

1. Offeror shall provide a description of its overall approach to the integration and management of the PWSs for the effective operation of the facility.

2. Offeror shall provide a description of its detailed approach to meeting all of the requirements of the following PWSs: PWS 4 - Safety, PWS 6 Utilities and Energy, and PWS 8 - Maintenance.

3. Letters of commitment shall be provided for each teammate/subcontractor proposed under this subfactor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

NOTE: Offerors approaches for meeting the above PWSs does not relieve the successful Offeror from meeting all requirements as identified within the correlating PWS.



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**D. VOLUME 3 - PAST PERFORMANCE FACTOR**

Offeror shall submit a past performance volume with its proposal containing past performance information in accordance with the format prescribed below:

- a. Cover Page: Volume 3 - Past Performance, Program, Solicitation Number, Offeror Name, CAGE, and Data Universal Numbering System (DUNS)
- b. Table of Contents
- c. Section A: Contract References
- d. Section B: Relevant Delivery and Quality Performance Narratives - seven (7) page maximum for each reference.
- e. Section C: Adverse Contract Performance - No page limitations
- f. Section D: Safety

**Section A - Contract References:**

1. The prime Offeror may submit with its proposal up to eight (8) contract references based on its own performance that are recent and relevant to the solicitation requirement. Contract references may include Government or commercial contracts for supplies and/or services. Contract references provided on Classified contracts cannot be verified and will not be evaluated.

a. If the prime Offeror is a new corporate entity, it may submit contract references for prior recent and relevant contracts involving its predecessor companies (if applicable). Such references must be provided with documentation that demonstrates that the predecessor company was acquired, absorbed and replaced by the prime Offeror as its successor. Contract references for predecessor companies will count against the eight (8) contract references authorized under this section.

b. If the Offeror is a Joint Venture (JV), it may submit contract references for recent and relevant contracts performed by the JV itself. If the JV does not have eight (8) recent or relevant contract references, it may submit references for contracts performed by one or more of the entities comprising the JV. Contract references for JVs and JV partners will count against the eight (8) contract references authorized under this section. The Offeror shall provide an outline of how the effort required by the solicitation will be assigned to each entity comprising the JV.

c. Contract references for parent or affiliated companies of the prime Offeror (to include parent or affiliated companies of new corporate entities or Joint Venture partners) may be submitted as part of the eight (8) contract references in this section; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the Offeror and demonstrates that the parent or affiliate will have meaningful involvement in contract performance--mere affiliation, alone, will not be sufficient for consideration of such past performance.

2. In addition to the eight (8) contract references allowed for the prime Offeror under Section A(1), the Offeror may submit contract references for up to five (5) Major Subcontractors. For each Major Subcontractor identified, the Offeror may submit up to three (3) contract references in which the major subcontractor performed as a prime contractor or first tier subcontractor. Contract references for parent or affiliated companies of major subcontractors may be submitted as part of the three (3) contract references; however, these references shall be provided with an explanation of what resources the parent or affiliated company will provide or be relied upon which will affect the contract performance of the major subcontractor and demonstrates that the parent or affiliate will have meaningful involvement in contract performance mere affiliation, alone, will not be sufficient for consideration of such past performance.

a. Major subcontractors are defined as those subcontractors who will perform major or critical aspects of the requirement. Major or critical aspects of the requirement are defined for the purposes of this solicitation to be those subcontractors that the Offeror determines to have a significant role in the successful performance of its proposed approach under Volume 1 and Volume 2.

b. Offeror shall provide an outline of how the effort required by the solicitation will be assigned within the Offeror's corporate entity and among the proposed major subcontractors. Offerors shall not provide major subcontractor information for Government directed sources.

c. Letters of commitment shall be provided for reach proposed major subcontractor that includes the name and address of the company, solicitation number, role(s) in performance of the contract, length of commitment, and signature of individual from major subcontractor that is authorized to bind the company. Confirmation of teammate/subcontractor proposed may be required with final proposal revisions, as necessary.

d. Each major subcontractor shall include a written consent permitting the Government the authority to discuss that companys past performance evaluation with the Offeror during discussions, if applicable.

3. Recency. Recency is defined as any contract under which any performance, delivery, or corrective action has occurred within five (5) years of this final RFP issuance. The Government reserves the right to consider any past performance after the solicitation closing date and prior to award.

4. Relevancy. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the past

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performance reference and the solicitation requirements. If a contract reference contains both supply and service elements, such a reference will receive a relevancy rating for the service elements and a relevancy rating for supply elements based on the criteria below.

a. Determining relevancy for the Offeror service past performance reference: The Government will consider the similarity of the services provided to the services required. Relevant service contracts are defined as contracts that demonstrate the Offeror has provided facility support services. Facility support services are defined as operation, maintenance, and modernization.

b. Determining relevancy for the Offeror supply past performance reference: The Government will consider whether the Offeror manufactured or performed explosives manufacturing. Additionally, the Government will consider the degree to which the reference is comparable with regard to the complexity of the processes, the variability of products, and the volume of products to the solicitation requirements. Supply references with a maximum contract value of less \$5M will not be considered relevant.

5. Past Performance Questionnaire (PPQ) for Commercial Contracts: Offeror shall submit a PPQ at Attachment 0027, for each commercial past performance reference included in the proposal. The Offeror shall complete Section II, General Information. The Offeror shall send the PPQ to the POC identified in Section II-A requesting the POC to complete the remaining portions of the PPQ. The Offeror shall encourage the PPQ respondent to return the completed questionnaire directly to the Government POC cited on the questionnaire on or before the proposal submission date. All questionnaires completed by the respondents shall be sent from the respondents email address directly to the Government POC; not to the Offeror for forwarding to the Government.

6. Offeror shall submit the following for each Government and Commercial past performance reference included in the proposal, including references submitted as part of the adverse past performance requirement.

- a. Contract number, award date, dollars awarded, place of performance, CAGE Code and DUNS Number.
- b. PCO (in support of Government contracts) or Project point of contact (for commercial contracts), current address, email address, and telephone number.
- c. Government's technical representative/COR name, current email address, and telephone number.
- d. Government contract administration activity and the Administrative Contracting Officer's name, current email address, and telephone numbers.
- e. Type of Instrument (Contract/Order/Other), Contract Type (Fixed price, Cost Reimbursement, Time and Materials, etc.).
- f. Period of performance of the contract.

Section B - Relevant Delivery and Quality Performance Narratives: Offeror shall provide a descriptive narrative of each submitted contract reference that describes the contracted work effort detailing how the requirements are relevant to the requirements of this solicitation as defined in Section A, paragraph 3. For services, the Offeror shall detail how performance of equivalent services executed under a specific contract connect to the solicitation requirements, as well as distinctly outline and detail what modernization and maintenance projects were or are being performed.

Section C - Adverse Contract Performance:

1. In addition to the contract references afforded in response to Section A, the Offeror shall identify adverse past performance for every recent and relevant contract that was awarded to those companies for which contract references were provided under Section A(1) and A(2). Adverse past performance includes any recent and relevant contract awarded to those contractors referenced in section A(1) and A(2) that experienced any performance problems identified below; as well as every recent and relevant contract that was terminated for cause or default. Each adverse past performance reference shall include the information required in Section A, paragraph 5, and Section B. The number of adverse past performance contract references allowed under this section is unlimited. If there are no contracts that meet this criteria, the Offeror must state such. The Offerors proposal shall also certify that all recent and relevant adverse past performance has been submitted with its proposal. Offerors are advised that this is the single opportunity to address any adverse past performance on contract references submitted in response to the RFP; the Government will not give Offerors an opportunity to address adverse past performance information contained in the proposal during evaluations.

- a. For all recent and relevant Government and commercial contract(s) for supplies and/or services that did not meet the original schedule, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence, to include, but not limited to:
  - i. Each time the delivery schedule or project schedule was not met;
  - ii. The original completion date agreed to in the contract, final completion date, and any contractually revised dates in between (as applicable); and
  - iii. Provide an explanation of why the schedule was missed;
  - iv. When explaining the corrective action, Offeror shall note whether a contract modification was issued as a result of the schedule delay and include the modification number.

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b. For all recent and relevant Government and commercial contract(s), for supplies and/or services the Offeror shall provide data on any quality or technical performance problems, including, but not limited to:

- i. Unsuccessful FATs;
- ii. Lot Acceptance Test failures;
- iii. Revoked ISO status (including dates);
- iv. Audit findings classified as major;
- v. Warranty claims (include dates, defect or failure mode, resolution, and resolution date(s));
- vi. All Requests for Variation (RFVs) (include RFV number, description of issues, cause of the issue, identification of whether RFV was issued pre- or post-production, and corrective actions resulting from RFV);
- vii. Product Quality Deficiency Reports (PQDRs); and
- viii. Level II or higher corrective action reports (CARs) or reoccurring corrective action requests for a single issue.

d. For all recent and relevant Government contract(s), the Offeror shall provide a copy of any Cure Notices, Show Cause Letters, ACO/PCO letters of concern received, and contract modifications or official correspondence from the ACO/PCO decrementing, withholding, or suspending contract payment or financing as a result of contractor performance. The Offeror shall indicate if any of the contracts listed were terminated for cause or default, in whole or in part, and the type and reasons for the termination.

e. For all recent and relevant Government and commercial contract(s), the Offeror shall provide a description of any corrective action implemented by the Offeror. Describe the extent to which the corrective actions have been successful and identify a point of contact to confirm the success of the corrective measures.

Section D - Safety: Offeror shall provide accident data for all recent and relevant contracts submitted for evaluation. This data shall be taken from its OSHA 300 log. The Offeror shall also identify correlating corrective action(s), and the result of the corrective action(s).

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E. VOLUME 4 - PRICE FACTOR

1. Offeror shall submit its proposed prices within the Product Price Matrix (Attachment 0022) and PWS Price Matrix (Attachment 0023). The Offeror shall also provide a summary of its proposed unit prices in the Summary Price Matrix (Attachment 0024). If the Offeror requests indemnification then the Product Price Matrix Indemnified (Attachment 0025) shall also be submitted.

a. The specific cells within each respective matrix that require entry of information by the Offeror are highlighted in orange. Other than the information required as annotated in orange, no other information is to be added to the price matrices, nor shall the Offeror make any changes to the price matrices.

b. All proposed unit prices shall be stated in U.S. dollars and be limited to two decimal places.

c. All unit prices are binding.

d. Failure to fully complete each price matrix may render the Offerors proposal ineligible for award.

2. Instruction Specific to the completion of the Product Price Matrix (Attachment 0022):

a. The Offeror shall propose firm-fixed-prices for all CLINs from the minimum quantity range through the maximum quantity range for each ordering period as identified in the price matrices.

b. FAT prices must be entered on a total price basis and not allocated on a unit price basis.

c. The costs associated with performing indirectly funded PWSs (PWS 1-13) shall be included in the proposed unit prices, as well as the cost of insurance necessary should indemnification not be approved through the Secretary of the Army.

3. Instructions specific to the completion of the PWS Matrix (Attachment 0023):

a. The Offeror shall enter the price per PWS for each ordering period. PWS prices shall include all costs (direct and indirect) and profit.

b. Total insurance cost shall be entered in the PWS Matrix (Attachment 0023) on Row 14 for each ordering period. Insurance costs in this context means costs that would be necessary should indemnification not be approved through the Secretary of the Army. The Offeror shall plan to cover these costs indirectly and price accordingly within the price matrix.

4. Instructions specific to the completion of the Summary Price Matrix (Attachment 0024).

a. The Offeror shall enter the Production Total Evaluated Price from Production Price Summary tab of the Product Price Matrix (Attachment 0022) into the Product TEP of Summary Price Matrix (Attachment 0024). Should a discrepancy occur between to TEP listed in Attachment 0022 and the value listed in Attachment 0024, the value in Attachment 0022 shall take precedence.

b. The Offeror shall enter the Total Production Direct PWS cost from PWS Price Matrix (Attachment 0023) into the PWS Summary of the Summary Price Matrix (Attachment 0024).

5. Instruction for completion of the Product Price Matrix Indemnified (Attachment 0025):

a. If the Offeror is submitting a request for indemnification, the Product Price Matrix Indemnified (Attachment 0025) shall also be submitted. The Production Price Matrix Indemnified is to be priced as if indemnification is approved by the Secretary of the Army. Accordingly, those portions of insurance costs which become unnecessary if indemnification is approved, should be removed from the product unit prices. If indemnification is approved by the Secretary of the Army, it will only apply to unusually hazardous risks which are defined by the Secretary of the Army in the approval memorandum; it does not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum. As such, the Offeror should plan to cover those costs indirectly in the Production Price Matrix, as well as Production Price Matrix Indemnified.

b. The Offeror shall propose firm-fixed-prices for all CLINs from the minimum quantity range through the maximum quantity range for each ordering period as identified in the price matrices.

c. FAT prices must be entered on a total price basis and not allocated on a unit price basis.

d. The costs associated with performing indirectly funded PWSs (PWS 1-13) shall be included in the proposed unit prices.

e. The cost of insurance necessary should indemnification not be approved through the Secretary of the Army shall be excluded for this price matrix.

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5. The Government anticipates receiving adequate price competition under this solicitation; therefore, cost or pricing data is not required to be submitted with the proposal. However, in the event the Contracting Officer determines that adequate competition does not exist (i.e. single Offeror), the Government reserves the right to require certified cost or pricing data be submitted. Additionally, the Government reserves the right to request data other than certified cost or pricing data in the event such data is necessary to establish a fair and reasonable price.
6. Should the Government identify an Offerors proposed pricing as potentially unbalanced and the Offeror subsequently confirms its pricing to the Government, the Offeror shall then provide rationale and/or supporting documentation to validate any questioned pricing and demonstrate that said pricing is not unbalanced or that any unbalanced pricing does not present unacceptable risk to performance and also will not result in unreasonably high prices for contract performance.

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**F. VOLUME 5 - SMALL BUSINESS PARTICIPATION FACTOR**

1. Other Than Small Business (OTSB) Offerors must demonstrate a commitment to providing maximum practicable opportunities for small business participation by addressing the following two areas:

- a. Proposed Commitment to Small Business Participation.
  - i. All Other Than Small Business (OTSB) Offerors must submit a completed Small Business Participation Commitment Document (Attachment 0026). The awardees Attachment 0026 will be incorporated into the resulting contract. IAW 13 CFR 125.3(g), Small Business Offerors will be given the maximum score, credit or rating without having to submit any information in connection with this factor.
  - ii. All OTSB Offerors shall submit a detailed narrative explaining how the OTSB Offeror will meet the Governments objectives for use of Small Business Concerns to the maximum extent practicable, as well as the Offerors own proposed commitments if higher than the Governments objectives, as detailed in the Offerors Attachment 0026. This explanation shall include the Offerors standard practices and/or planned initiatives for identifying, qualifying, marketing, and retaining small business capabilities.

- b. Historical Commitment to Small Business Participation.
  - i. Payment Procedures: Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns for those contracts awarded within the past three (3) years from the closing date of this solicitation, under which it was required to do so. If not required in any contracts, the Offeror shall so state.
  - ii. Compliance with Small Business Subcontracting Plans: The Offeror shall demonstrate its compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan by providing the most recent Individual Subcontracting Report (ISR) for three (3) contracts performed within the past three (3) years from the closing date of this solicitation that included a subcontracting plan. If not required in any contracts, the Offeror shall so state. If the Offeror has less than three (3) contracts with performance within the past three (3) years, the Offeror shall provide the most recent ISR for each contract it has that meets the three (3) year requirement, and state that the Offeror does not have three (3) contracts. If ISRs are not available, submission of three (3) years of Summary Subcontract Reports (SSRs) and associated commercial plans shall be submitted.

2. IAW 13 CFR 125.3(g), Small Business Offerors are not required to submit any information in connection with this factor.

3. Each OTSB Offeror shall also provide a separate Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9 and is also consistent with the small business participation proposed in Attachment 0026. Small Business Subcontracting Plans are not evaluated as part of the Small Business Participation Factor and are excluded from the Small Business Participation Factor page count limit. An OTSB must submit an acceptable Small Business Subcontracting Plan in order to be eligible for award as the Small Business Subcontracting Plan of the apparent awardee will be reviewed as part of the responsibility determination.

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G. VOLUME 6 - INDEMNIFICATION REQUEST PACKAGE

1. Requests for Indemnification under Public Law 85-804 will be considered for this solicitation to cover unusually hazardous risks associated with this requirement.
2. If the Offeror wishes to seek indemnification it must submit an Indemnification Request Package in accordance with FAR 50.104-3 and the provisions of this solicitation. Indemnification Request Packages shall contain sufficient and compelling justification as required per FAR and Section L.
  - a. It is essential that the Offerors Indemnification Request Package include all necessary information as requested by FAR 50.104-3, to include, information regarding the availability, cost, and terms of additional insurance or other forms of financial protection necessary.
  - b. Prices submitted in response to this solicitation are binding and therefore the Offeror will assume full liability of the HSAAP facility. With its indemnification request, Offerors shall explain how it intends to fund incidents that exceed its stated insurance coverages if indemnification is not granted.
  - c. If proposing the use of an umbrella insurance policy to cover the Offerors global business activities, it shall clearly identify the portion of the umbrella insurance premium it proposes to be absorbed under the HSAAP contract.
  - d. If the Offeror believes additional coverage to address unusually hazardous risks is cost prohibitive, it must clearly identify each specific risk and the associated cost in order to assist the Government in making a determination relative to the insurance being cost prohibitive.
3. In order to allow the Government to award on a with or without indemnification basis, pending receipt of a Memorandum of Decision from the Secretary of the Army, Offerors seeking indemnification are required to propose production unit prices with and without indemnification. If the Offeror requests indemnification, the Offeror shall submit a completed Price Matrix Indemnified (Attachment 0025). Prices in Attachment 0025 shall reflect the Offerors prices as if indemnification is approved by the Secretary of the Army (i.e. those portions of insurance costs which become unnecessary if indemnification is approved should be removed from the product unit prices). Note: If indemnification is approved by the Secretary of the Army, it will only apply to unusually hazardous risks which will be defined by the Secretary of the Army in the approval memorandum; it will not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum. A breakout of the Indemnification Total Cost Application figures per ordering periods presented in the PWS Price Matrix (Attachment 0023), shall also be submitted.
4. The PCO, with assistance from legal counsel and cognizant program office personnel, will review the indemnification request and ascertain whether it contains all required information. If the PCO, after considering the facts and evidence, denies the request, notification will be provided to the contractor promptly with the reasons for the denial. If recommending approval, the indemnification requests from the applicable Offerors will be submitted to the Secretary of the Army for approval.
5. If approved, the indemnification clause will be included; however, there is no guarantee that indemnification will be approved and should not be assumed. The Government cannot state in advance what efforts under the contract will be indemnified. Offerors should be aware that indemnification will only apply to unusually hazardous risks, which are defined by the Secretary of the Army in the approval memorandum, and does not relieve the contractor of its responsibility to obtain insurance for those risks not identified in the approval memorandum.

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- H. Volume 7 - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS
1. Certifications and Representations: Offeror shall complete (fill-in and signatures) the solicitation sections indicated below. An authorized official of the firm shall sign the required documents.
- a. Section A Standard Form 33 (SF33), Solicitation, Offer and Award and any solicitation amendments
  - b. Section K Representations, Certification and Other Statements of Offerors
2. Offerors shall provide signed JV agreements.
3. Offerors shall provide small business subcontracting plans.
4. Offerors shall provide a master table of contents and cover letter.
5. This information shall be addressed separately from Volumes 1-6.
- \*\*\* END OF NARRATIVE L0001 \*\*\*