

## **PWS 16: ARMAMENT RETOOLING & MANUFACTURING SUPPORT (ARMS)**

### **1. Introduction:**

1.1. Purpose: The Armament Retooling and Manufacturing Support (ARMS) Program is a Congressionally mandated defense conversion/commercial reuse program established in 1993 (10 USC Chapter 434 Sections 7551-7555, "ARMS Initiative") to reduce Government-ownership costs at the Government-Owned, Contractor-Operated (GOCO) Army Ammunition Plants while maintaining a readiness capability, and to reduce the impact of defense downsizing on local communities. The Army, by allowing the use of GOCO facilities for ARMS efforts, enables the Facility Contractor (herein also referred to as "Contractor") to reduce facility operation and maintenance costs. This PWS provides the requirements for execution of the ARMS program, which is self-sustaining based on ARMS revenue generated at the GOCO. This PWS shall not be indirectly funded by the Contractor.

1.2. Applicable Documents: The ARMS Document Summary List (DSL) is contained in Exhibit A.

1.3. Contractor Requirements: The Contractor will be authorized by the Government to use the facility for commercial, non-Government, Government, third party, and/or tenant use under the authorization and in compliance with FAR Part 45, the ARMS Initiative and this contract. To participate in the ARMS Program, the Contractor shall meet all requirements contained in the ARMS Initiative legislation (10 USC Chapter 434 Sections 7551 – 7555).

1.4. Track, maintain, and report, as required, the Facility Contractor Account (FCA) and records of costs, revenues (to include product cost reductions, cost offsets and overhead reductions), critical skills, jobs created, and benefits to the Army resulting from tenant use efforts and third party use efforts at the facility.

1.5 Definitions: Refer to Appendix A.

1.6. ARMS Revenue Use and Approval: In accordance with the ARMS Initiative, one hundred percent (100%) of the revenue generated by the ARMS program at the GOCO will be retained at the GOCO in which it is generated. This revenue is placed in the Facility Contractor Account, which is maintained, tracked and reported by the Contractor and overseen by the Administrative Contracting Officer (ACO). The Project Director Joint Services (PD JS) has final approval on the use of all ARMS revenue. Once the PD JS notifies the Procuring Contracting Officer (PCO) or ACO of funding approval for a project, the PCO or ACO authorizes the Contractor to execute the project.

### **2. ARMS Tenant Use Agreement and Third-Party Use Agreement Authorization:**

2.1. The Government may authorize the Contractor to use Government assets,

consisting of plant equipment, buildings, land and infrastructure, in support of Tenant Use Agreements (TUAs) and third-party use agreements under this contract. The Contractor is expected to administer, maintain and update Individual TUAs in order to remain in accordance with (IAW) the terms and conditions stated in the ARMS PWS. This includes, but is not limited to, termination terms, the Exercise of Option terms and changes in applicable regulations (e.g. Federal Acquisition Regulations (FAR), Department of Defense (DoD) requirements, and Federal, State and local laws/regulations). The intent is to ensure compliance, continuity and uniformity in these areas (e.g. utilities, service costs, annual inflation adjustments, and ARMS Consideration collection and distribution) within the terms and conditions stated in the PWS. TUAs may be authorized for time periods not to exceed twenty-five (25) years, or the longest term allowed by legislation at the time of the initial TUA IAW the legislation and with the concurrence of PD JS. TUA period of performance may exceed the term of this Facility Contract. Third-party use agreements shall not extend past the length of this Facility Contract.

2.2. The Contractor shall make a Request for Use of Facilities (RUF) to the Government for use of Government assets. Approval by the PCO or ACO for such use shall not be construed as an extension of the contract. The use of Government assets can only be authorized by the PCO or ACO and the approval for each use shall stand as a separate agreement entered into under the authority of the contract, allowing use of those Government assets specifically identified in the agreement for the specified period. A RUF shall not be used for commercial production approval requests. See the related section in the contract, for further details on the submittal and approval process.

2.3. The Contractor shall keep the Government ARMS Team and the ACO informed as to the expiration status of all TUAs and submit a request/proposal to exercise a TUA option, or any other TUA revision, at least sixty (60) calendar days prior to expiration of the TUA. The Government will make all attempts to provide a written response within thirty (30) calendar days of the dated request. In the case where the current approved TUA period is a year or less in duration, then the Contractor shall submit a request/proposal to exercise a TUA option, or any other TUA revision, at least forty-five (45) calendar days prior to expiration of the TUA. The Government will make all attempts to provide a written response within thirty (30) calendar days of the dated request. If the Contractor fails to provide in time, the following applies:

2.3.1. The TUA shall expire in accordance with the Government approved usage period unless the ACO provides written authorization for its conversion to a month-to-month basis.

2.3.2. The Contractor request/proposal or portions therein (options, extensions, expansions, etc.) are subject to summary denial.

2.3.3. Should the Government decide not to approve renewal of a TUA, or decides not to approve a request for use of Government assets, the Contractor

and associated tenant (if applicable) shall hold the Government harmless.

2.5. The Contractor has the option of renting ARMS program assets. The Government shall be compensated for this use at a fair market value in accordance with FAR Part 45. The consideration/rent shall be computed in accordance with FAR Part 52.245-9, Use and Charges.

### **3. ARMS Termination and Expiration:**

3.1. The PCO or ACO may issue the Contractor a notice for termination of any TUA or third-party activity when determined to be in the best interest of the Government. When this occurs, the following applies:

3.1.1. A timetable will be negotiated with the Contractor (representing its own and/or any tenant interests) for the cessation of commercial production/operations and the return of the facility to the Army.

3.1.2. FAR Part 49 shall be used to set forth the terms for establishing appropriate termination settlement costs.

3.1.3. Settlement consideration cost shall be limited to those costs associated with the same usage period approved by the PCO or ACO for Contractor submitted ARMS tenant use or third-party use proposals.

3.2. Upon expiration or termination of a TUA or third party activity, the Contractor shall, prior to the tenant or third party activity vacating the facility ensure that all property is secure and in good operating condition allowing for fair wear and tear. Each item of property used by the tenant or third party activity shall be returned to the Government with all additions and modifications made to it during the term of the TUA or third party activity. The Contractor shall ensure that all available manuals, licenses, and operating processes for operation and maintenance shall be with the machine or equipment upon return, to keep the Government equipment in operation as originally received by the tenant or Contractor.

3.3. Upon expiration or termination of all or part of this contract, the Government may establish a successor facility contract, IAW applicable laws and regulations, at which point the incumbent Contractor shall novate all TUAs to the successor Contractor. The successor will be required to accept the terms and conditions of the TUAs in place so long as such terms and conditions do not violate applicable laws and regulations. This will be accomplished through the inclusion of the terms and conditions of established TUAs in the solicitations issued to obtain a successor. The incumbent Contractor shall transition all TUAs to the successor.

3.4. In the event the Contractor ceases to be the Contractor for this site while authorized TUAs remain in effect, the Government shall release and hold harmless the Contractor, with respect to said TUAs, from all responsibilities and from those

liabilities occurring after the date the Contractor ceases to be the site's Contractor.

3.5. In the unforeseen event a decision is made to convey or sell the installation (BRAC, privatization, etc.), the Contractor and/or the tenant shall not hold the Government responsible or liable should the terms and conditions of a TUA not be transferred to the new property owner. Any further agreement is the responsibility of the tenant and the new owner, and not the Government.

3.6. In the event the incumbent Contractor ceases to be the Facility Contractor for the GOCO, the balance of the FCA shall be transferred from the incumbent Contractor to the successor prior to the completion of the incumbent Contractor's contract or to the Treasury in the event of GOCO closure or transfer. The PCO shall be provided with confirmation of the transfer of the FCA funds.

#### **4. ARMS Tenant Use and Third-Party Use Proposals and Agreements:**

4.1. Each ARMS proposal for tenant facility use, Third-party use, and/or ARMS funding shall be submitted to the designated Government ARMS Team point of contact for approval/disapproval and distribution to the appropriate Government Subject Matter Experts and staff. Evaluation of the proposals shall be based on compliance with the ARMS program policy as established by PD JS. The types of proposals and funding requests are described below.

4.1.1. New Tenant Proposal: Shall include necessary information to determine scope and tenant support requirements, scoring package (if required) the ARMS proposal mandatory checklist, all appropriate environmental documentation and a RUF. If the RUF involves treatment, storage, or disposal of non-Department of Defense (DoD) hazardous material, a request for waiver of the 10 USC 2692 legislation may be required. Proposals requesting ARMS investment funding shall follow funding request guidance of either paragraph 4.1.4 or 4.1.5. Conceptual proposals may be submitted prior to submittal of a full proposal packages to obtain preliminary review and comment.

4.1.2. Blanket-Use Agreement (BUA): A PCO or ACO approved BUA may be used to authorize expedited tenant use of office, storage and light manufacturing space throughout the GOCO in underutilized buildings or areas. Under the BUA, the Contractor shall notify the ACO concerning their intent to use Government assets on a non-interference basis. The Contractor shall comply with the conditions listed in the BUA. This authorization applies to TUAs that do not have a significant impact on human health or the environment in accordance with the National Environmental Policy Act (NEPA) and Army Regulation AR 200-1, and do not involve treatment, storage, or disposal of non-DoD hazardous material as set forth in 10 USC 2692. The BUA authorization is provided with the understanding that the tenant can move in quickly and allows the Contractor to forgo submitting ARMS documentation prior to tenant occupancy. The ARMS proposal mandatory checklist and the TUA shall be

submitted to the Government thirty (30) calendar days after the Contractor and tenant have signed the TUA and the tenant has taken occupancy. A BUA shall not be used for commercial production approval requests. See the related section in the contract, for further details on the submittal and approval process.

4.1.3. Proposal for Existing Tenant Expansion: A proposal requesting expansion, extension or revisions to an existing TUA shall include information applicable to the requested expansion, extension or specific revisions. Proposals that have a need for investment funding for existing tenants shall follow the funding request guidance of either paragraph 4.1.4 or 4.1.5.

4.1.4. ARMS Investment Funding Request: If ARMS investment funding for a proposal is requested, details of project cost, justification, schedule completed scoring package and a complete description/Statement of Work (SOW) for the project shall be included in the proposal for review by the Government ARMS Team a PCO or ACO. PD JS has final approval on the use of the ARMS funding or revenue. If the request is approved, it will be forwarded to either the ACO or PCO for final contractual implementation.

4.1.5. Immediate Use (IU) Funding Request: ARMS IU funding (\$25,000.00 or less) may be used to support investment projects for existing or prospective tenants. The IU funding request shall include a concise scope, and cost/pricing (quote is sufficient). The IU Request shall be submitted for approval by the ACO and copy furnished to Government ARMS Team POCs.

4.1.6 Third-Party Use Proposals and Agreements.

4.1.6.1. Third-Party Use Proposal: The RUF for third-party use of Government assets, or third-party provision of services, shall contain all appropriate documentation for review and approval/disapproval by the ACO and copy furnished to Government ARMS Team POCs. If third-party use is approved, the Contractor shall notify the ACO within ten (10) business days of receipt when the Contractor is awarded an order or contract. The Contractor shall provide the ACO with a copy of the order or contract.

4.1.6.2. Third-Party Use Proposal under a BUA: A PCO or ACO approved BUA may be used to authorize third-party use based on specific Government assets to be used, and/or products to be produced by the Contractor, and/or services to be provided by the Contractor. Under the BUA, the Contractor shall notify the ACO concerning their intent to use Government assets on a non-interference basis. For third-party production, the Contractor shall notify the ACO within ten (10) business days of receipt when the Contractor is awarded an order or contract. The Contractor shall provide the ACO with a copy of the order or contract.

4.2. Property procured by the Contractor or tenants using ARMS funding shall

belong to the Government, unless the Government specifically declines ownership, and the Contractor shall comply in accordance with FAR Part 45.

4.3. The Government shall not be held responsible for Contractor's breach of contract with the TUAs, Contractor negligence, or if the Contractor is no longer the Facility Contractor.

4.4. The Government is not a party to TUAs. Each TUA is between the Contractor and the tenant.

4.5. The Contractor shall advise all tenants, in writing, of applicable Government regulations (including but not limited to, federal, state, local, environmental, security, property, safety, fire, energy, and maintenance) and contract terms and conditions prior to such tenants occupying and/or beginning operations on Government property. The Contractor must have procedures in place to verify that all tenants abide by all such requirements at all times while on Government property. With respect to incident/accident reporting, the Contractor shall comply with PWS 4 Safety requirements.

4.6. The Contractor shall provide a copy of each TUA and modifications to the designated Government ARMS Team POCs and ACO within thirty (30) calendar days of Contractor and tenant signing of the TUA. The Government shall possess full rights to publish or post the agreements for the purposes of future competition, conveyance, etc.

4.7. Consideration:

4.7.1. Consideration to the Government for tenant facility use and third party facility use shall be in accordance with FAR Part 45 and FAR Part 52.245-9, Use and Charges. Tenants can be ARMS commercial tenants, Government entities, and/or the Contractor. Tenant consideration can be in the form of rent or services in lieu of rent. The consideration for third-party non-DoD and commercial work shall be calculated based on a percentage (4%) of the total sales value. Distribution of the consideration generated by tenant use and third-party use shall be IAW with Paragraph 6, Table 1.

4.7.2. When the Government ARMS Team or ACO has reason to believe the proposed consideration for a tenant or third-party use is not reasonable, the Government shall notify the Contractor with rationale. If the consideration is deemed unreasonable or impractical, the Contractor may request the consideration to be based upon proposed alternate methods IAW FAR parts 45 and 52.245-9. Contractor's supporting rationale shall be provided to the Government ARMS Team and the ACO. The parties may agree on an alternate means of determining reasonable consideration.

4.7.3. The Contractor shall be responsible for collecting all consideration from the

tenants and third-party activities and maintaining it in the Facility Contractor Account. If there is a delinquency at any time, it is the responsibility of the Contractor to inform the Government ARMS Team and ACO of the delinquency within thirty (30) calendar days. The Contractor shall submit a corrective action plan (CAP), for approval/disapproval, to the ACO within sixty (60) calendar days after notification of a delinquency. The Contractor may be held responsible for the defaulted consideration if they do not notify the ACO within the 30 day period, and/or do not submit a CAP within the 60 day period, and/or do not demonstrate appropriate actions were taken IAW the approved CAP to remedy the delinquency.

4.7.4 The Contractor shall perform the appropriate due diligence in verifying the credit worthiness of a prospective tenant IAW with commercial best practices and upon request, the Contractor shall provide the Government the supporting documents.

## **5. ARMS Property Management and Marketing Requirements:**

5.1. Initial ARMS Marketing Plan – The Contractor shall provide the Government with a marketing plan within ninety (90) days of contract award and after award of each contract option IAW CDRL A16-001. The marketing plan will, at minimum, cover the following areas:

- a. Survey of local commercial real estate market
- b. Expected marketing efforts and programs
- c. Target market (types of tenants/third-party work)
- d. Expected rental consideration and estimated number of tenants for the next three years
- e. Potential expansion of available facilities for use by the ARMS program
- f. Any areas of concern

5.3. Monthly Status Meeting – Contractor shall chair a monthly status meeting with the Government ARMS Team to present program status; covering all areas of activity associated with current and future marketing, current /future tenants, current/future third-party work, current issues (including any tenant or third-party delinquencies), current/future ARMS-eligible space, and the Facility Contractor Account status. The Contractor shall provide the Government with an Agenda and Meeting Minutes IAW CDRL A16-002.

5.4. Annual ARMS Program Review and Workshop – The Government will hold an annual program review/workshop off-site to the Contractor, which the Contractor shall be required to attend. Annual review/workshop may be up to three (3) days plus travel time. Any travel expenses for workshop attendance shall be borne by the Contractor.

5.5. Annual ARMS Validation – The Contractor shall support the annual ARMS

validation effort by tracking, maintaining and reporting records of cost, revenue, employee totals, all third party sales, and benefits to the Army resulting from use of the GOCO under the ARMS program. On 1 September, the Government ARMS Team will supply the Contractor with an ARMS Data Collection Form (DCF). The Contractor shall provide the Government with a completed ARMS Data Collection Form (DCF) for the prior Fiscal Year (twelve (12) months beginning 1 October and ending 30 September) IAW CDRL A16-003.

## **6. Contractor Compensation, Incentive and Consideration Distribution:**

6.1. The annual value of consideration available for use by the Government and/or retained by the Contractor shall be calculated IAW with the ARMS Consideration Distribution Table below. The Contractor Compensation/Incentive Fee (CIF) is that Portion of the total ARMS consideration/revenue (cash) which is provided annually to the Contractor as compensation for ARMS property management, marketing and related activities. The Army Portion of the consideration shall be used to support the ARMS Program and fund Facility Projects. All consideration/revenue shall be maintained by the Contractor in the Facility Contractor Account and reported in the ARMS Quarterly Activity Report.

6.2. Compensation to the Contractor for completing the ARMS property management requirements (including paragraph 1.3, "Contractor Requirements," and paragraph 5, "ARMS Property Management and Marketing Requirements") shall be calculated as a result of the annual ARMS validation using the current Government Fiscal year ARMS consideration/revenue, and will be authorized for payment to the Contractor in the following Government Fiscal year by the PCO or ACO. The CIF is due to the Contractor within thirty (30) calendar days after completion of, and PD JS approval of, the annual ARMS Validation Report. To compensate the Contractor for the first year of executing the ARMS program, the Government will provide a fixed payment to the Contractor of \$100,000. This payment does not apply if the incumbent is awarded the new contract. Beginning with the second year, Contractor compensation will be limited to the plan outlined in Table 1. The Contractor Compensation/Incentive funds are not available for use by the Government. Expenditure of the Contractor Compensation/Incentive funds is at the sole discretion of the Contractor.

<b>Table 1. ARMS Consideration Distribution Table</b>		
<b>Annual ARMS Consideration (Cash Revenue)</b>	<b>Contractor Compensation/ Incentive Portion</b>	<b>Army Portion</b>
Current year cash is from 20% revenue loss to 4.99% revenue growth over the Baseline	20% of Total Consideration (Cash)	80%
Current year cash is from 5% to 15.99% revenue growth over the Baseline	25% of Total Consideration (Cash)	75%



Current year cash is 16% or more in revenue growth over the Baseline	30% of Total Consideration (Cash)	70%
<b>Notes:</b> 1. Contractor's compensation/incentive fee is based on the amount of ARMS consideration/revenue (cash) generated at the GOCO (less tenant expenses) during the current year as compared to the revenue generated during the previous/prior year. The previous/prior year revenue is referred to as the "Baseline." 2. If the current year consideration/revenue decreases by more than 20% from the Baseline, the Contractor Compensation/Incentive Portion may decrease to 15% of the total current year consideration/revenue. The ACO may decide to allow the 20% compensation amount should there be mitigating circumstances.		

6.3. The ARMS consideration/revenue maintained under the "Army Portion" of the FCA shall be for use by the Government for repair, upgrade, etc., of current and potential ARMS tenant needs (ARMS Projects) and for installation facility/infrastructure needs (Facility Projects). These projects will be recommended/proposed by the Contractor for review by the ACO and Government ARMS Team. The PD JS has final approval on the use of the FCA balance. Once the PD JS notifies the ACO of funding approval for use, the ACO authorizes the Contractor to execute the activity.

6.4. The ARMS consideration/revenue will be computed annually as of the last day of the Government fiscal year as part of the ARMS Validation. Data errors or corrections to the past ARMS Validations may be made at the time of the current Validation and ARMS consideration/revenue will be adjusted accordingly in the current Validation Report.

## **7. Maintenance of Rented Facilities/Equipment (ARMS Use of Government Property):**

7.1. The maintenance of Government assets designated for ARMS commercial use in each TUA shall be IAW a commercial triple net lease. Additional guidance as it pertains to the ARMS program follows:

7.1.1. Government assets that become available to the ARMS program will be maintained as active by the ARMS program to a degree to ensure continued utilization during the anticipated period of use by tenants and to permit Caretaker status after cessation of operations without major rehabilitation. Maintenance costs as a result of the Contractor's or tenant's negligence are the responsibility of the respective party.

7.1.2. Government assets that are removed from the ARMS program will revert back to the Contractor to maintain in accordance with all applicable contractual requirements.

7.1.3. Rail that is utilized by the ARMS program shall be maintained by the ARMS

program IAW the inspection, maintenance, and repair requirements in PWS 8 (Maintenance). Currently, approximately 500 feet of railroad track, which is part of the Building 100/100A facility (Tankcar Repair Shop and Paint Shop) is the only rail designated to the ARMS program and will be maintained by the ARMS program for the term of the tenant's TUA. When the tenant vacates, the facility, including the associated rail, will convert to Caretaker status.

## **8. Use Revocation and Unauthorized Use:**

8.1. Use Revocation: If the Contractor fails to comply with this PWS or the Government requires use of the Government assets, revocation of authorization to use Government assets will occur.

8.2. Unauthorized Use: The unauthorized use of Government assets can result in fines, imprisonment, or both under 18 USC 641.

## **APPENDIX A**

### **ARMS PROGRAM DEFINITIONS**

“ARMS” refers to the Armament Retooling and Manufacturing Support Initiative Act of 1992 that was established in FY 1993 (10 USC 7551-7555 “ARMS Initiative”).

“ARMS Agreements” refers to the relevant terms of the contractual agreement between the Government and the Contractor (PCO or ACO Approval Memorandum, etc.), the agreement between the Contractor and the tenant (TUA), or the agreement between the Contractor and the Government with respect to third-party commercial/Government work.

“ARMS Property Manager” is the Facility Contractor representative who manages and oversees the ARMS program under the contract.

“Army Portion” refers to that portion of the ARMS consideration/revenue in the FCA that is used to fund the execution of approved ARMS projects for existing/potential tenants and approved Facility Projects for infrastructure improvements.

“Blanket-Use Agreement” is an agreement requested by the Contractor that is approved in advance by the PCO or ACO to expedite processing and approval of tenant use proposals/RUFs and/or third-party use proposals/RUFs submitted by the Contractor. Such use is based upon the Contractor’s compliance with the conditions listed in the applicable BUA. For ARMS tenants, this authorization applies to TUAs that do not have a significant impact on human health or the environment IAW the National Environmental Policy Act (NEPA) and Army Regulation AR 200-1, and do not involve treatment, storage, or disposal of non-DoD hazardous material as set forth in 10 USC 2692. For third party activities, a BUA provides general terms and conditions for use of specific Government assets, and/or production of specific DoD products, Non-DoD products and/or commercial products, and/or services.

"Commercial or Non-government work" is any work being performed by the Contractor that is not for a US Government agency.

“Consideration” is the cause, motive, price or impelling influence inducing a party (Government, Contractor, tenant, etc.) into a contract/agreement. It can be either monetary or non-monetary. Non-monetary consideration includes services-in-lieu of rent performed by the Contractor or tenants at the GOCO in exchange for the use of Government assets under the ARMS Program.

“Contractor Compensation/Incentive fee (CIF)” is that portion of the gross ARMS consideration/revenue (cash) generated at the GOCO which is provided to the Contractor as compensation/incentive for ARMS property management, marketing and related activities.

“Facility Contractor Account (FCA)” is the account which holds the gross ARMS consideration/revenue, is tracked, maintained, and reported by the Contractor/ARMS Property Manager and overseen by the ACO.

“Fair Market Value” is determined using FAR 45.301 and computed IAW FAR 52.245-9 Use and Charges. This is the price for property or services which would be agreed upon between a willing and informed buyer or renter and a willing and informed seller or landlord under usual and ordinary circumstances.

“Government Assets” consist of plant equipment (including equipment, machine tools, test equipment, furniture, vehicles and accessory and auxiliary items), buildings, land and infrastructure. It does not include special tooling or special test equipment.

“Government Property” means all property (real or personal) owned by or leased to the Government or acquired by the Government at the GOCO.

“Request for Use of Facility (RUF)” is a proposal provided to the Government by the Contractor for tenant use or third-party use of Government assets. A RUF shall not be used for commercial production approval requests. See the related section in the contract, for further details on the submittal and approval process.

“Revenue” is total (cash) consideration generated at the GOCO as a result of the ARMS program. This revenue includes tenant rent and revenue from third-party activities.

“Tenant” can refer to an ARMS commercial tenant, a Government entity or the Contractor.

“Tenant Use Agreement” (TUA) is an agreement/contract between the Contractor and a tenant that authorizes the use of Government assets by the tenant and documents the resulting consideration (rent) from the tenant.

“Third-party” refers to the Contractor’s direct sales of products or services to the Government (both DoD and Non-DoD), commercial industry, and/or tenants. The Government will not take ownership of technical data or intellectual property rights on third-party/commercial production, with the exception of those that are required to keep Government equipment in operation as originally received by the contractor.

“Triple net lease (Net-Net-Net or NNN)” refers to a rental agreement on a property where the tenant pays taxes, insurance, and maintenance (the three 'Nets') in addition to any normal fees that are expected under the agreement (rent, utilities, etc.). In such a rental agreement, the tenant is responsible for all costs associated with repairs or replacement of the non-structural building elements of the property.

“Usage period” is the time period during which Government assets are approved for use. It includes time to set up the assets for such purposes, perform required maintenance, and restore the assets to their condition code prior to use (less fair wear

and tear), where applicable.

**EXHIBIT A**  
**DOCUMENT SUMMARY LIST (DSL) FOR**  
**HOLSTON ARMY AMMUNITION PLANT ARMS PWS 16**

<b>Document (Contract Ref.)</b>	<b>Document Title</b>	<b>Doc. Date Doc. Category</b>
<b>10 USC 2692</b> (PWS: para 4.1.1, 4.1.2, Appendix A)	<b>Storage, Treatment, and Disposal of Non-Defense Toxic and Hazardous Material</b>	<b>Current Rev Cat 3</b>
<b>10 USC 7551-7555</b> (PWS: para 1.1, 1.3, Appendix A)	<b>Armament Retooling and Manufacturing Support (ARMS) Initiative</b>	<b>Current Rev Cat 3</b>
<b>18 USC 641</b> (PWS: para 8.2)	<b>Public Money, Property or Records</b>	<b>Current Rev Cat 3</b>
<b>Army Regulation (AR) 200-1</b> (PWS: para 4.1.2, Appendix A)	<b>Environmental Protection and Enhancement</b>	<b>Current Rev Cat 3</b>
<b>Federal Acquisition Regulation (FAR) Part 45</b> (PWS: para 4.2, 4.7.1, 4.7.2)	<b>Government Property</b>	<b>Current Rev Cat 3</b>
<b>FAR Part 45.301</b> (PWS: para Appendix A)	<b>Use and Rental</b>	<b>Current Rev Cat 3</b>
<b>FAR Part 49</b> (PWS: para 3.1.2)	<b>Termination of Contracts</b>	<b>Current Rev Cat 3</b>
<b>FAR Part 52.245-9</b> (PWS: para 4.7.1, 4.7.2, Appendix A)	<b>Use and Charges</b>	<b>Current Rev Cat 3</b>
<b>Public Law 91-190</b> (PWS: para 4.1.2, Appendix A)	<b>National Environmental Policy Act (NEPA) of 1969</b>	<b>Current Rev Cat 3</b>
<b>DI-ADNM-81313A</b> (PWS: CDRL A16-001, A16-002, A16-003)	<b>Progress Report</b>	<b>Current Rev Cat 2</b>

**References**

10 USC 2692 Storage, Treatment, and Disposal of Non-Defense Toxic and Hazardous Materials

<https://www.govinfo.gov/content/pkg/USCODE-2017-title10/pdf/USCODE-2017-title10-subtitleA-partIV-chap159-sec2692.pdf>

10 USC 7551-7555 ARMS Initiative\*

<https://www.govinfo.gov/content/pkg/USCODE-2017-title10/pdf/USCODE-2017-title10-subtitleB-partIV-chap434-sec4551.pdf>

<https://www.govinfo.gov/content/pkg/USCODE-2017-title10/pdf/USCODE-2017-title10-subtitleB-partIV-chap434-sec4551.pdf>

[subtitleB-partIV-chap434-sec4552.pdf](#)

<https://www.govinfo.gov/content/pkg/USCODE-2017-title10/pdf/USCODE-2017-title10-subtitleB-partIV-chap434-sec4553.pdf>

<https://www.govinfo.gov/content/pkg/USCODE-2017-title10/pdf/USCODE-2017-title10-subtitleB-partIV-chap434-sec4555.pdf>

18 USC 641 Public Money, Property or Records

<https://www.govinfo.gov/content/pkg/USCODE-2017-title18/pdf/USCODE-2017-title18-partI-chap31-sec641.pdf>

Army Regulation (AR) 200-1 Environmental Protection and Enhancement

[https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB\\_ID=2232](https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=2232)

Federal Acquisition Regulation (FAR) Part 45 Government Property

[http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/45.htm?zoom\\_highlight=45](http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/45.htm?zoom_highlight=45)

FAR Part 45.301 Use and Rental

[http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/45.htm?zoom\\_highlight=45#P116\\_18870](http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/45.htm?zoom_highlight=45#P116_18870)

FAR Part 49 Termination of Contracts

[http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/49.htm?zoom\\_highlight=49](http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/49.htm?zoom_highlight=49)

FAR Part 52.245-9 Use and Charges

[http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/52\\_237.htm#P841\\_130770](http://farsite.hill.af.mil/reghtml/Regs/far2afmcfars/fardfars/Far/52_237.htm#P841_130770)

National Environmental Policy Act (NEPA)

<https://ceq.doe.gov>

\*FY19 National Defense Authorization Act, Public Law 115-232, div. A, title VIII, §808(e)(4), (f)(1), August 13, 2018, 132 Stat. 1839, re-designated chapter 434 of this title as this chapter and items 4551- 4555 to 7551- 7555 respectively. All documentation pertaining to this chapter remains unchanged.