



**ADDITIONAL AND SUPPLEMENTAL TERMS AND CONDITIONS  
APPLICABLE TO PURCHASE ORDERS UNDER  
PRIME CONTRACT NO. W52P1J-19-D-0085**

The additional clauses in this Addendum apply if this purchase order, subcontract, or other Agreement (“Agreement”) references or otherwise supports Contract No. W52P1J-19-D-0085 or the Lake City Army Ammunition Plant (“LCAAP”). The clauses identified in this Addendum shall be interpreted to apply to Seller as necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller’s obligations to Buyer, and to enable Buyer to meet Buyer’s obligations to its customer. Without limiting the foregoing: (a) unless the context of the clause or applicable law requires otherwise, the term “Contract” shall mean this PO, the term “Contractor” shall mean Seller, the term “Subcontractor” shall mean Seller’s subcontractor, and the terms “Government,” “Contracting Officer,” and equivalent phrases shall mean Buyer and Buyer’s Purchasing Agent, respectively; the words “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property (including, without limitation, intellectual property) is to be transferred directly to the Government; and (c) where a clause specifies the number of days in which Seller must act, that number shall be reduced by half.

**(1) CLAUSE E0003 – MIL-STD-1171B, ENERGETIC MATERIAL DESCRIPTION SHEETS AND PROPELLANT LOADING AUTHORIZATION SHEETS**

- (a) The contractor shall prepare Energetic Material Description Sheets and Propellant Loading Authorization Sheets in accordance with MIL-STD-1171B 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-1171B. The Munitions History Program (MHP) network located at <https://mhp.redstone.army.mil/> must be used to gain access to WARP.
- (b) The requirements of MIL-STD-1171B specified in the CDRL is a flow-down requirement that applies to contractor's and their suppliers, vendors or subcontractors.
- (c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Description Sheets and Loading Authorizations module located in the WARP system.
- (d) The presence of the contractor's 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 certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.

**(2) CLAUSE E0004 – REWORK AND REPAIR OF NONCONFORMING MATERIAL**

- (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 Variance, DD Form 1694, to the Contracting Officer for 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.

(f) Rework and repair is a supply chain flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

**(3) CLAUSE E0006 – MEASUREMENT SYSTEM EVALUATION (MSE)**

(a) Definitions. This paragraph defines specific terms utilized throughout the rest of this section and in the accompanying Contract Data Requirements List (CDRL) and Data Item Description (DID). This aids in clarifying the MSE requirements to Government and contractor personnel.

(1) Acceptance Inspection Equipment (AIE). All equipment (includes AAIE defined below), special and standard, including dimensional gages, measuring equipment, test fixtures, electronic and physical test equipment, and other test equipment used for examination and test of a product to determine conformance to the Technical Data Package (TDP) which may include drawings and specifications (e.g., Detail, Performance, Weapon specifications, and QAPs).

(2) Automated Acceptance Inspection Equipment (AAIE). AIE in which the inspection and acceptance determination of the product is performed, in whole or in part, in an automatic manner.

(3) Contractor Inspection Equipment. Government-approved equipment utilized by the contractor to perform examination and tests to assure conformance to contract requirements.

(4) Commercial Inspection Equipment. Industry-developed inspection equipment of universal application, without limitations to a specific part or item, which is advertised or cataloged as available to the trade or to the public on an unrestricted basis at an established price. Examples follow:

(i) Standard Test Equipment. Multiusage equipment that is specific to a function rather than to an item. It includes such items as hardness testers, tensile strength testers, meters, weighing devices, standard gear testers, ohmmeters, voltmeters, and oscilloscopes.

(ii) Standard Measuring Equipment (SME). Multipurpose equipment and standards used for performing measurements. It includes such items as micrometers, rulers, tapes, height gages, and protractors, etc. Standards include visual inspection equipment such as scratch and dig standards, surface finish comparator, color standards (FED-STD-595), etc.

(5) Nondestructive Testing. The development and application of technical methods to examine materials or components in ways that do not impair future usefulness and serviceability in order to detect, locate, measure and evaluate flaws; to assess integrity, properties and composition; and to measure geometrical characteristics. NDT includes Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(6) Measurement System Analysis (MSA). Per ASTM E2782 (Standard Guide for MSA), paragraph 3.1.7, MSA is any of a number of specialized methods useful for studying a measurement system and its properties.

(b) Scope. This section establishes requirements for design, supply, performance, and maintenance of AIE used for



product inspection and acceptance. In addition, this section establishes requirements for the preparation, submission, and approval of AIE documentation.

(c) AIE. The contractor shall provide all AIE necessary to ensure conformance of components and end-items to contract requirements. AIE shall include inspection, measuring, and test equipment whether Government furnished or contractor furnished (including commercially acquired) along with the necessary specifications and procedures for their use (see ISO 10012, paragraph 6.2.1). The AIE shall not create or conceal defects on the product being inspected. All AIE documentation shall contain sufficient information to permit evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see applicable DID referenced in DD Form 1423)

(d) AIE Designs & Government Furnished Gages. AIE designs are of two types Government designs (see (d)(1)) and contractor designs (see (d)(2)). When applicable, Government designs or Government furnished gages are designated in the TDP/contract; responsibility for all other AIE is assigned to the contractor. The designs, associated inspection procedures, and theory of operation shall have the level of detail to demonstrate capability of the proposed AIE to perform the required inspection.

(1) Government AIE Designs. Government AIE designs may consist of detailed drawings necessary for the fabrication and use of the AIE. Unless otherwise specified, the contractor may submit alternate or modified contractor designs of Government AIE designs.

(2) Contractor AIE Designs. Contractor AIE design drawings shall meet the requirements of ASME Y14.100, ASME Y14.5 and ASME Y14.43 and may include commercial inspection equipment. [Commercial inspection equipment is defined as shown in paragraph (a)(4) above. It shall be fully described by catalog listings or other means which provide sufficient information to permit identification and evaluation by the Government and may include illustrations and engineering data.] Designs shall be submitted for any special fixture(s) to be used. Unless otherwise specified, Gage Tolerancing Policy shall be in accordance with ASME Y14.43, Absolute Tolerancing (Pessimistic Tolerancing).

(3) Visual Inspection. Visual inspection standards used for the acceptance/rejection of product shall be submitted for approval.

(e) AIE Package Submittals. The contractor shall prepare the AIE package submittal in accordance with the DID referenced in the applicable Contract Data Requirements List (CDRL DD Form 1423). In addition, the contractor shall adhere to the following requirements:

(1) Designs for Approval. Contractor designs and/or the submission for the use of Government designs shall be approved by the Government. Partial submission of AIE designs is permissible in order to expedite the approval process; however, the response date for design review will be based on the date of the final complete submission of designs.

(2) Correspondence in English. The contractor shall ensure all AIE correspondence and documentation are submitted in English.

(3) Units of Measurement. The units of measurement within the AIE package submittal shall be consistent with the requirements of the Technical Data Package (TDP).

(4) AIE Flow Down. The contractor shall flow down AIE requirements to subcontractors at any tier who are performing acceptance inspections.

(f) Characteristics for Inspection. AIE documentation for Critical, Special, and Major characteristic inspections shall be submitted to the Government for approval in accordance with (IAW) the CDRL (see DD Form 1423). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL (see DD Form 1423) and as required below:

(1) [X] Listed Minor (characteristics displayed on specifications and/or drawings)



(2)  Government selected list (as attached or as provided herein):

(3)  Not submitted

(g) Automated Acceptance Inspection Equipment. The AAIE shall accept only conforming material. All characteristics requiring AAIE per the TDP shall utilize inspection equipment with a minimum demonstrated reliability of 99.8% at a 90% confidence level to detect non-conforming material unless otherwise specified below.

(1) Reliability of N/A % at a N/A % Confidence Level for Critical/Special Characteristics

(2) Reliability of N/A % at a N/A % Confidence Level for Major Characteristics

(3) For inspection of major and minor characteristics where contractor utilizes AAIE when it is not required by the TDP, the AAIE package shall be submitted to the Government for approval. If the Minor characteristic is not listed in paragraph (f)(2) or not required for submittal in paragraph (f)(3), then the AAIE requirements (e.g., verification, calibration, prove-out, etc.) of the inspection shall still be performed.

(4) All AAIE packages submitted to the Government for approval shall be in accordance with MIL-A-70625 (Automated Acceptance Inspection Equipment Design, Testing and Approval of). Furthermore, the contractor shall be responsible for producing the acceptance and rejection verification standards/masters representative of the characteristics the AAIE is designed to inspect. The verification standards and frequency of use require Government approval prior to use. When verification standards are used for the VL-VII sampling plan per MIL-STD-1916 paragraph 4.4, verification standards and frequency of use shall require Government approval prior to use.

(5) If the AAIE accepts a critical characteristic reject standard the contractor shall notify the Government and act in accordance with paragraph (f) of Critical Characteristic Control. In addition, if the AAIE accepts a major and/or minor characteristic reject standard the contractor shall act in accordance with paragraph 8.3 of ISO 10012 or paragraph 5.2.3 of ANSI/NCSS Z540.3.

(6) All AAIE shall be required to pass a Government-approved Acceptance (Prove-Out) Test. The contractor shall conduct this test per the approved test plan and shall submit a test analysis report for approval. See applicable DD Form 1423. This test shall be performed at the contractor's facilities whose manufacturing system has had the AAIE fully integrated and calibrated as per paragraph (j) of this section. The contractor shall allow Government personnel access to this facility and unobstructed monitoring of this test.

(7) The contractor shall notify the Government prior to a modification and/or relocation of the Government-approved AAIE. The modified AAIE designs shall be submitted for approval. The modified and/or relocated AAIE shall require submission of the acceptance test plan (prove-out) and results for review and approval prior to use. The modified and/or relocated AAIE shall be in accordance with paragraphs (g)(1) (g)(6).

(h) Measurement System Analysis (MSA). The contractor is responsible to ensure all AIE is, at a minimum, stable, repeatable, and reproducible for all characteristics. Refer to ASTM E2782 and/or AIAG MSA for guidance. The contractor shall provide objective evidence, including the MSA assessment plan, associated data, and analysis, which demonstrates the AIE is, at a minimum, stable, repeatable, and reproducible for the following characteristics (MSA CDRL):

Specification: N/A  
Paragraph No.: N/A  
Drawing: N/A  
Characteristic: N/A

Specification: N/A  
Paragraph No.: N/A  
Drawing: N/A  
Characteristic: N/A

Specification: N/A  
Paragraph No.: N/A  
Drawing: N/A



Characteristic: N/A

Approval of submitted MSA(s) must be granted before the corresponding AIE can be used or continue to be used for acceptance of product. If at any time following approval of the AIE and MSA the AIE is disapproved, then the MSA shall be disapproved. After the resubmitted AIE is approved, the MSA shall be conducted on the approved AIE and resubmitted for approval.

(i) Robust AIE System. The contractor shall ensure the AIE and its use is not negatively affected by any manufacturing/inspection environmental stimuli including, but not limited to production rate, noise, temperature, humidity, and vibration.

(j) AIE Calibration and Verification. The calibration system shall be in accordance with ISO 10012 or ANSI/NCSL Z540.3. All AIE shall be subjected to scheduled calibration intervals to ensure that the equipment will accept only conforming product and reject all non-conforming product for the duration of the approved calibration period. AIE shall be subjected to periodic verification to ensure that the equipment will continue to accept and reject product with the same consistency as it did at the time of its previous calibration.

(k) Non-Destructive Testing (NDT). Contractor shall submit detailed plans for qualifying and certifying NDT personnel and plans for qualification and ongoing use of NDT methods used for inspecting product. If re-qualification of NDT personnel and/or NDT methods is required, then the applicable plans shall be submitted.

(1) Personnel performing NDT examinations shall be qualified and certified in accordance with the standard practices prescribed by NAS 410 (NAS Certification & Qualification of NDT Personnel), ANSI/ASNT-CP-189 (ASNT Standard for Qualification and Certification of NDT Personnel), or SNT-TC-1A (Recommended Practice for Personnel Qualification and Certification in NDT), and additional procedures that may be identified by the Government. Acceptance of product using NDT shall be performed by personnel at a level of qualification consistent with that defined in the applicable standard.

(2) The NDT method(s) shall be applied in accordance with ASTM E 543 (Standard Specification for Agencies Performing Nondestructive Testing) and the current nationally recognized standard practices appropriate to the NDT method(s) employed, such as ASTM E-1742 (Standard Practice for Radiographic Examination) and SAE-AMS-STD-2154 (Inspection, Ultrasonic, Wrought Metals, Process For). Each application technique shall identify the standard(s) utilized. Non-destructive testing includes, but is not limited to, the following types of testing: Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(l) Contractor Alternate Inspection Method(s), Modifications and/or Relocation of AIE (Non-Automated) After Government Approval. If the contractor proposes an alternate inspection method and/or modifies the AIE design(s) affecting hardware, software, or procedures after Government approval the intended change(s) shall be submitted to and approved by the Government prior to implementation. If an AIE is relocated and the relocation risks the integrity of the inspection system, notify the Government to determine information needed to assess impact to AIE. See DD Form 1423.

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL (See DD Form 1423). The Government will provide approval or disapproval within the timeframe specified in the CDRL. Disapproval of the AIE package will require re-submittal and subsequent Government review in accordance with the CDRL requirements. The AIE package and any required prove-outs must be approved prior to First Article (FA) (if required) or production start-up if FA is not required.

(n) Governments Right to Disapprove AIE. The Government reserves the right to revoke approval of any AIE that is not satisfying the required acceptance criteria at any time during the performance of this contract.

(o) Navy Furnished Gages. When gages are listed in paragraph (o)(9) below, the Navy Special Interface Gage (NSIG) Requirement paragraphs (o)(1) through (o)(8) shall be satisfied.

(1) The NSIG(s) are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the contractor of meeting all drawing/specification requirements



under the contract.

(2) The contractor is responsible for contacting the Naval Surface Warfare Center (NSWC), Corona Division at least 45 days prior to FAT (if required) or production, for the delivery of NSIG(s).

(3) NSIG(s) will be forwarded to the contractor for joint use by the Government and the contractor. Government furnished NSIG(s) shall not be used by the contractor or subcontractor(s) as in-process or working gage(s).

(4) For production items that fail to be accepted by the applicable NSIG(s), an alternate inspection method may be submitted for approval.

(5) The contractor may substitute contractor designed and built AIE for the NSIG(s) noted in paragraph (o)(9) below. However, the designs require Government (Navy) approval and the contractor AIE hardware requires Government (Navy) certification. AIE designs shall be submitted in accordance with CDRL (see DD Form 1423).

(6) The Government (Navy) shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIG(s).

(7) Calibration and repair of the NSIG(s) shall only be performed as authorized by the NSWC Corona Division. Repair is at no cost to the contractor unless repair is required due to damage to the gages resulting from contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIG(s) shall be brought to the immediate attention of the CAO and NSWC Corona Division. The contractor shall not make any adjustments, alterations or add permanent markings to NSIG(s) hardware unless specified by the NSIG operating instructions or authorized by the NSWC Corona Division.

(8) Within 45 calendar days after final acceptance of all production items, the NSIG(s) shall be shipped to NSWC Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following shipping and marking specifications are applicable:

(i) Shipping, MIL-STD-2073, DOD Standard Practice for Military Packaging

(ii) Marking, MIL-STD-129, Marking for Shipment and Storage.

(9) The following NSIG(s) shall be provided and are mandatory for use except as noted by paragraph (o)(5) above.

Drawing: N/A  
Revision: N/A  
Characteristic: N/A  
NSIG No.: N/A  
Quantity: N/A  
Dimensions: N/A  
Weight: N/A  
Value: N/A

Drawing: N/A  
Revision: N/A  
Characteristic: N/A  
NSIG No.: N/A  
Quantity: N/A  
Dimensions: N/A  
Weight: N/A  
Value: N/A



**(4) CLAUSE E0011 – Ammunition Data Cards, Lot Acceptance Test Reports, and Acceptance and Description Sheets**

(a) Ammunition Data Card (ADC) Detailed Requirements: Guidance for the preparation of ADCs and Ammunition Lot Numbers are contained in MIL-STD-1168, the applicable DD Form 1423 and the Worldwide Ammunition-Data Repository Program (WARP) online users manual. Detailed requirements for obtaining and using a Manufacturers Identification Symbol (MIS), which is an integral component of the ammunition lot number, can be found in MIL-STD-1168 and the WARP users manual. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term should be considered to be replaced with the word shall. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing and Acceptance and Description Sheets (for Propellants and Explosives). WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided in paragraph (d) below.

(1) The ADC requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(2) The contractor 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.

(3) Unless otherwise authorized by the Contracting Officer, the contractor 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.

(i) A complete listing of end item components, and component items that will require their own component ADC, can be found at Attachment 0021 - Ammunition Data Card Component Listings.

(ii) Bullets made in-house, cases made in-house and propellant do not require separate ADCs. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.

(4) Lot numbers shall be in accordance with MIL-STD-1168 lot number convention and the technical data package (TDP) requirements. Lot numbers shall be used for all ammunition end items and their major components, including inert, dummy, or non-energetic items and components. When not required by the TDP and not an end item or major component, the component lot number may be constructed through contractor lot number convention.

(5) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (a)(3) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.

(6) All component RFV/ECPs 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 users manual provides information on the level of detail required.

(7) A sample ADC shall be developed and submitted to the WARP system 30 days prior to the First Article Test (FAT) or 30 days prior to production in the event a FAT 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 in the system.

(b) Report of Contractor Ballistic/Function Testing Module: In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(1) Within the LATR module, you are required to provide a report of any contractor ballistic/function testing and to submit the report in electronic format via WARP. The report must be a .pdf file for the upload process to work.

(c) Acceptance and Description Sheets (for Propellants and Explosives) Module: The WARP application contains an area for on-screen data entry capturing requirements per MIL-STD-1171 for Acceptance and Description Sheets with



respect to contract specified Propellant, Chemical and Explosive constituents.

(d) MHP-WARP Access Procedures

(1) Government or contractor employee with CAC and AKO account:

- (i) Click on the MHP hyperlink which is <https://mhp.redstone.army.mil/>
- (ii) Enter CAC PIN when prompted
- (iii) Click on WARP (ADC)
- (iv) Click on Help
- (v) Click on WARP Request Access and follow instructions

(2) Contractor or Government employee without CAC and AKO account: MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority program. You are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html>. A nominal fee is charged for each certificate. The contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

(3) After the required certificate is obtained:

- (i) Click on the MHP-WARP hyperlink: <https://mhpwarp.redstone.army.mil/>
- (ii) Enter ECA password
- (iii) Click on Help and follow the instructions for obtaining the necessary access

(4) HELP Numbers are as follows: MHP Access: (256)313-2143; JMC Quality Administrators for WARP issues: (309)782-2697 or (309)782-7107

(e) WARP: An online users manual will provide additional help in the development of an ADC. It is recommended that you download and read the users manual prior to inputting your initial data card. The users manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(1) ADC Input: Allows current contractors and Government facilities the capability to create, and submit for approval, ADCs which meet the format requirements of MIL-STD-1168. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency Quality Assurance Representative who reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code. The use of previously inputted ADCs through the TEMPLATE option significantly reduces input effort, while increasing accuracy and consistency of data.

(2) Email Notification: WARP provides immediate, automated notification to process participants when actions are required. When the contractor has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to conform with MIL-STD-1168 and contract requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(3) Information Updates: It is important that the System Administrators are apprised when a contractor receives a new contract. The contractor shall notify [usarmy.ria.jmc.mbx.warp@mail.mil](mailto:usarmy.ria.jmc.mbx.warp@mail.mil) within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, MIS and the names of the individuals who will be inputting ADCs into the system. If you are a new contractor and do not have a MIS, you can obtain one by sending an email to [usarmy.ria.jmc.mbx.warp@mail.mil](mailto:usarmy.ria.jmc.mbx.warp@mail.mil). The email must contain manufacturers name, address where performance of the contract will take place, and a point of contact.



**(5) CLAUSE F0002 – TRANSPORTATION SECURITY REQUIREMENTS**

- (a) Supplies procured or furnished under this contract/ subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class 1 Explosives (see Attachment 0025 - Hazardous Material Classification) require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 5100.76-M and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).
- (b) Transportation officers/offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.
- (c) This provision must be entered in all contracts / subcontracts at any tier.

**(6) CLAUSE H0001 – RESTRICTION OF CRITICAL ITEMS AND COMPONENTS**

- (a) Components listed in this paragraph must be manufactured from sources within the United States or its outlying areas.
  - (1) Magnesium Powder
  - (2) All Propellants, with the exception of Propellant Reloader 15
  - (3) Nitrocellulose, with the exception of NC for M60 HPT and M118 LR Cartridges
  - (4) M2A2, PA108, and M19A1 Ammunition Containers
- (b) Load, Assemble, and Pack (LAP) of all cartridges shall be performed at LCAAP, with the exception of .22 Caliber.
- (c) The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.
- (d) The contractor shall insert the substance of this narrative, including this paragraph (d), in every subcontract for items or components identified above.

**(7) CLAUSE H0005 – OWNERSHIP OF PROPERTY**

(a) Ownership of Personal Property:

In accordance with, FAR 52.245-1 - Alternate I, Government Property, and PWS 7 - Government Property in Possession of the Contractor, the Government will retain title and ownership to all Government-furnished property and modifications to Government furnished property provided under the contract. In addition, the Government will establish title and ownership in all property acquired and/or utilized by the contractor in the performance of the contract as provided for in FAR 52.245-1 - Alternate I. Pursuant to FAR 52.245-1 - Alternate I, paragraph (e)(2), this narrative establishes specific requirements for passage of title, wherein title to property acquired, fabricated, or utilized by the contractor for use on fixed price contracts or fixed price line items will vest with the Government, rather than be retained by the contractor. This requirement for passage of title to the Government for property acquired and/or utilized by the contractor under fixed price efforts applies to acquisitions under the contract resulting from solicitation W52P1J-17-R-0141, as well as third party contracts authorized by the Government under the contract. The requirement for Government title includes, but is not limited to, plant equipment required to maintain capabilities to produce small caliber ammunition and components for the DoD at LCAAP. The Government will retain title and ownership of all personal property that is maintained, upgraded, replaced, or added, as necessary, to sustain existing, new, or additional capabilities as may be determined by the Government throughout the life of the contract. No separate funding will be provided, except in the case of direct funded PWSs. Title to any property, including special tooling and test equipment, will vest to the Government in accordance with FAR 52.245-1 - Alternate I, PWS 7, and the provisions of this narrative, whether provided or acquired and/or utilized



under fixed-priced, or cost reimbursable contract efforts, and whether as a direct, or indirect cost item. In clarification, this provision applies only to the contractor and does not apply to the property of contractor's subcontractors or ARMS tenants, unless that property was purchased with ARMS funds or is part of the Army's capacity (as described in Narrative B0002, Industrial Capacity); it does not apply to the contractor's property acquired or used solely for commercial production unless that property is part of the Army's capacity. Commercial Production includes any business activity not undertaken pursuant to the performance of the production, facility or 3rd party contracts. For property acquired and/or utilized by the contractor under fixed price efforts, where absent the provisions of this narrative, title would have vested in the contractor, title will vest with the Government at the end of the final contract performance period, whether or not the contract is extended by execution of an award term. Once acquired/utilized by the contractor in performance of the contract, the property shall not be removed from LCAAP without approval of the Contracting Officer except for repair/modification with subsequent return to LCAAP. Prior to passage of title, the contractor shall manage and maintain the property in accordance with PWS 7 and PWS 1 - Maintenance; and plans and procedures associated with those PWSs. The contractor shall provide a Transferrable Property List of all tagged property acquired in performance of the contract, including investment projects, wherein title is vested with the contractor until transfer to the Government at the end of the contract as outlined herein and in accordance with Exhibit B, CDRL A129, Transferrable Property List.

(b) Technical Data Rights:

Through the contract resulting from solicitation W52P1J-17-R-0141, the Government will establish rights in all technical data required to produce small caliber ammunition and components at LCAAP, including the processes and procedures necessary to maintain those capabilities as determined by the Government throughout the life of the contract; as well as technical data used in the performance of prime and third party contracts for other than small caliber ammunition and components. For the purpose of this narrative, technical data includes, but is not limited to, all process records, descriptions of manufacture, operating and inspection procedures, quality performance and test procedures, maintenance procedures and records, material and component purchase descriptions, software, and software applications. Technical data rights for non-commercial software and software applications encompass, but are not limited to, system design and architecture, program source code, interfaces, and associated system and user documentation. Data rights for commercial off the shelf (COTS) software applications encompass features of tailoring necessary for software implementation/functionality at LCAAP, including but not limited to customized scripts, database parameters, screens, reports, interfaces and user documentation. Technical data rights in software and software applications include all features necessary to enable a successor, to continue use of the software systems in place should the successor choose to use the same non-commercial software and/or license the same COTS software. While technical data rights are established by DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, the Government requires as a result of this contract, nothing less than Government purpose rights in technical data as defined by DFARS 252.227-7013, DFARS 252.227-7014, and this narrative. Accordingly, irrespective of the source of funds, the contractor grants nothing less than Government purpose rights in all technical data used in the execution of any contract awarded under solicitation W52P1J-17-R-0141, as well as third party contracts under the contract. In clarification, this grant (of nothing less than Government purpose rights) applies only to the technical data of the contractor; it does not apply to the technical data of the contractor's subcontractors or ARMS tenants, or technical data associated solely with commercial production, with the exception of technical data of a subcontractor(s) or ARMS tenant(s) associated with operation and maintenance of Government property, modifications to Government property, or property title to which will vest in the Government under the provisions of the preceding paragraph. In these instances, the Government will receive no less than Government purpose rights to that technical data. No separate funding will be provided for these rights in technical data. Any costs associated with the rights granted to the Government must be included in the unit prices proposed. Unless otherwise approved in advance by the Contracting Officer, the Government will receive Government purpose rights at that point in time when the technical data is implemented in performance of this contract and/or third party contracts. Where technical data is associated with property acquired/utilized by the contractor under fixed price efforts, Government purpose rights to technical data will be established upon implementation, per this paragraph, regardless of the later (end of contract) transfer of title to the property itself defined in the preceding paragraph. Government purpose rights will convert to unlimited rights according to DFARS 252.227-7013 and DFARS 252.227-7014, or at the end of this contract, whichever occurs earlier. Technical data will be provided to the successor contractor at the end of the contract performance period in its most current form; i.e., current as of the last date of its use.

The contractor shall provide access to technical data to the Contracting Officer and representatives designated by the Contracting Officer during the course of this contract. The contractor shall deliver technical data to the Government at one intermediate point, as well as any new and/or updated technical data, concurrent with competition for a successor contract,



as requested by the Government; technical data delivered will be current as of the date of the Government's request. Form/media for technical data delivery (e.g., electronic, flat file) will facilitate its transfer and use and will be specified by the Contracting Officer at a later date.

**(8) ATTACHMENT 0003, PERFORMANCE WORK STATEMENT 3, PARAGRAPH 2.12 – OPERATIONAL SECURITY (OPSEC) AND AT TRAINING**

2.12.1. The Contractor shall prepare, implement, maintain, and manage an OPSEC Program in accordance with AR 530-1, OPSEC. Sensitive information, as defined by AR 530-1, is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information (CI) is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the U.S. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All CI is sensitive, but not all sensitive information is critical.

2.12.2. The contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employee access to information will be limited to non-sensitive information. FN access to sensitive information may be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

2.12.3. The Contracting Officer will provide the contractor with a list of known CI pertinent to contract requirements as soon as possible after contract award. CI shall be used by the contractor's appointed OPSEC Manager to prepare an OPSEC Plan.

2.12.4. The contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval. (CDRL A044).

2.12.5. The contractor shall conduct annual self-assessments of its OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the contractor in assessing their OPSEC program.

2.12.6. The contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter. This shall include training on OPSEC requirements and DoD AT Level 1 training, for all new hires. DoD AT Level 1 Training can be accessed via DoD AT Level 1 training website. This web address will be provided by the LCAPP Government Security Officer. Security refresher training shall be conducted no less than annually. The Contractor shall maintain documentation of the OPSEC and DoD AT Level 1 training, and said documentation shall be readily available for review by the LCAAP Government Security Officer. (A045)

2.12.7. The contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

2.12.8. The contractor shall flow down the requirements of this narrative to all subcontractors working on or provided any sensitive information related to the contract.

**(9) DEPARTMENT OF DEFENSE DIRECTIVE 5230.25, WITHHOLDING OF UNCLASSIFIED TECHNICAL DATA FROM PUBLIC DISCLOSURE**

DoD Directive 5230.25 is available at: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/523025p.pdf>