SPECIAL U.S. GOVERNMENT PROVISIONS

Program Description: **Medium Cal Family Buy 2**

Prime Contract Number: **W52P1J-18-D-0092**
Prime Award Date: **09/06/2018**

Prime Contract Mod: ______________________
Priority Rating: **DOA6**

Prime RFP Number: ______________________
Prime Contract Type: **FFP**
<table>
<thead>
<tr>
<th>Clause</th>
<th>Rev Date</th>
<th>Title / Clause Text / Comment</th>
<th>Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>NOV/2013</td>
<td>Definitions</td>
<td>This Order and Orders at all tiers if over $100,000 (except for commercial items).</td>
</tr>
<tr>
<td>52.203-5</td>
<td>MAY/214</td>
<td>Covenant Against Contingent Fees.</td>
<td>This order.</td>
</tr>
<tr>
<td>52.203-8</td>
<td>MAY/2014</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.</td>
<td>This order.</td>
</tr>
<tr>
<td>52.203-10</td>
<td>MAY/2014</td>
<td>Price or Fee Adjustment for Illegal or Improper Activity.</td>
<td>This order.</td>
</tr>
<tr>
<td>52.209-10</td>
<td>NOV/2015</td>
<td>Prohibition on Contracting with Inverted Domestic Corporations</td>
<td>This order.</td>
</tr>
<tr>
<td>52.222-3</td>
<td>JUN/2003</td>
<td>Convict Labor.</td>
<td>This Order.</td>
</tr>
<tr>
<td>52.222-19</td>
<td>JAN/2018</td>
<td>Child Labor - Cooperation with Authorities and Remedies</td>
<td>This order.</td>
</tr>
<tr>
<td>52.223-5</td>
<td>MAY/2011</td>
<td>Pollution Prevention and Right to Know Information</td>
<td>This order.</td>
</tr>
<tr>
<td>52.225-6</td>
<td>MAY/2001</td>
<td>Drug-Free Workplace</td>
<td>This order.</td>
</tr>
<tr>
<td>52.229-3</td>
<td>FEB/2013</td>
<td>Federal, State, and Local Taxes.</td>
<td>This order.</td>
</tr>
<tr>
<td>52.232-11</td>
<td>APR/1984</td>
<td>Extras.</td>
<td>This order.</td>
</tr>
<tr>
<td>52.233-4</td>
<td>OCT/2004</td>
<td>Applicable Law for Breach of Contract Claim.</td>
<td>This order.</td>
</tr>
<tr>
<td>Clause</td>
<td>Rev Date</td>
<td>Title / Clause Text / Comment</td>
<td>Applicability</td>
</tr>
<tr>
<td>------------</td>
<td>----------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.242-5</td>
<td>JAN/2017</td>
<td>Payments to Small Business Subcontractors</td>
<td>This order of a Small Business Subcontracting Plan is required.</td>
</tr>
<tr>
<td>52.243-1</td>
<td>AUG/1987</td>
<td>Fixed-Price.</td>
<td>This Order if fixed price.</td>
</tr>
<tr>
<td>52.245-9</td>
<td>APR/2012</td>
<td>Use and Charges.</td>
<td>This Order if fixed price and seller utilizes Government property on other than a rentfree basis.</td>
</tr>
<tr>
<td>52.253-1</td>
<td>JAN/1991</td>
<td>Computer Generated Forms.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.203-7000</td>
<td>SEP/2011</td>
<td>Requirements Relating to Compensation of Former DOD Officials.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.203-7002</td>
<td>SEP/2013</td>
<td>Requirement to Inform Employees of Whistleblower Rights.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.203-7003</td>
<td>DEC/2012</td>
<td>Agency Office of the Inspector General.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.204-7000</td>
<td>OCT/2016</td>
<td>Disclosure of Information.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.204-7003</td>
<td>OCT/2016</td>
<td>Control of Government Personnel Work Product</td>
<td>This order.</td>
</tr>
<tr>
<td>252.204-7004</td>
<td>FEB/2014</td>
<td>Central Contractor Registration-Alt A.</td>
<td>This order.</td>
</tr>
<tr>
<td>252.215-7002</td>
<td>DEC/2012</td>
<td>Cost Estimating System Requirements</td>
<td>Applicable only if this Order involves certified cost or pricing data.</td>
</tr>
<tr>
<td>252.223-7004</td>
<td>SEP/1988</td>
<td>Drug-Free Work Force</td>
<td>This order.</td>
</tr>
<tr>
<td>Clause</td>
<td>Rev Date</td>
<td>Title / Clause Text / Comment</td>
<td>Applicability</td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
<td>----------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>252.223-7006</td>
<td>SEP/2014</td>
<td>Prohibition on Storage and Disposal of Toxic and Hazardous Materials.</td>
<td>This Order and Orders at all tiers which require, may require, or permit Seller performance on a DoD installation (except for commercial items).</td>
</tr>
</tbody>
</table>
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK: RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

N/A

(c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

- Cartridge Cases
- Nitrocellulose (NC)*
- Explosives
- Fuzes
- Primers
- Fuze Components
- Propellants
- Projectile Metal Parts
- Tungsten Penetrators
- Load, Assemble, and Pack (LAP)

* Due to the propellant manufacturing process, propellant suppliers used may not be able to assure that the exact NC purchased from within the United States or Canada will be used in the production of the propellant under the Delivery Orders resulting from this IDIQ Contract. This is acceptable to the Government as long as the quantity of NC purchased from within the United States or Canada is the full amount of NC needed to meet the propellant requirements set forth in the contract.

NOTE: The 30x173mm MK258 APFSDS-T will only be subject to the LAP limitation.

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

(d) The failure of the Contractor or subcontractor(s) to comply with this statement of work shall be a material breach of the contract.

(e) The Contractor will insert the substance of this statement of work, including this paragraph e, in every subcontract for items or components identified above to ensure flow down to, but not including, raw materials.

*** END OF NARRATIVE C0001 ***

STATEMENT OF WORK: OPERATIONS SECURITY (OPSEC) REQUIREMENTS

(a) As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information 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 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 United States. 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 critical information is sensitive, but not all sensitive information is critical.

(b) 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) employees’ access to information will be limited to non-sensitive information. FN access to sensitive information will 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.

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

(d) 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 IAW DD 1423/DI-MGMT-80934C within 30 calendar days after receipt of the CI information addressed in Paragraph c above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 20 days of receipt.

(e) The Contractor shall conduct annual self-assessments of their 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.

(f) 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.

(g) 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.

(h) These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

*** END OF NARRATIVE C0003 ***
SECTION H - SPECIAL CONTRACT REQUIREMENTS

RETROACTIVE PRICING

This clause will be utilized in all ordering periods of the contract, regardless of whether delivery orders are issued on a competitive or non-competitive basis.

If additional requirements are for the same cartridge(s) for which a delivery order has been awarded within the past 60 days, any additional quantities will be awarded at the unit price (or at or lower than the NTE price if occurring in Ordering Periods 2-5) in the range for the total of the previously awarded delivery order quantity plus the new requirement quantity. In the event the additional delivery order quantity changes the price range of the previously awarded delivery order quantity for that cartridge, the value of the previously awarded delivery order quantity will be adjusted accordingly. In any case, the adjusted price will not be greater than the unit price corresponding to the total of both cartridge quantities as proposed in the offeror's price evaluation sheet. This retroactive pricing will be applied only one time and will be executed by modification to the original delivery order for that item.

The following is an example of how the Retroactive pricing provision is expected to work in a competitive environment:

An order is placed 15 January 2014 for 500,000 Cartridge "A" at a price of $1.00 to offeror X. On 1 February 2014 a letter RFP is sent to competitively award another quantity of 600,000 of Cartridge "A". The two competitive prices are compared (Offeror X submits $1.00 and Offeror Y submits a price of $1.20) and it is determined that Offeror X will receive the new delivery order award. A "look back" would be performed on the January order to ensure that the January order is at the same or lower price as the new order. In this example it is the same price, otherwise an adjustment would be made. A second review of both orders would be made to ensure that the prices for both orders are lower than NTE price for the COMBINED quantity. In this example, the COMBINED NTE price for 1,100,000 Cartridge As is at $.90. In this example, an adjustment to both the January order and the new order would be made to lower the prices to the combined NTE price of $.90.

*** END OF NARRATIVE H0005 ***
SECTION I - CONTRACT CLAUSES

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

I-137 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

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

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

20MM PGU-28A/B SAPHEI BP (AA22)
NSN: 1305-01-451-8675
SENSITIVITY/CATEGORY: 4/IV

20MM PGU-27A/B BP TP BP (AA24)
NSN: 1305-01-451-8566
SENSITIVITY/CATEGORY: 4/IV

20MM PGU-27A/B TP BP & PGU-30A/B TP-T LINKED 4:1 (AA27)
NSN: 1305-01-451-8659
SENSITIVITY/CATEGORY: 4/IV

20MM PGU-30A/B TP-T (AA28)
NSN: 1305-01-451-8574
SENSITIVITY/CATEGORY: 4/IV

20MM M940 MPT-SD/MK7 LINK (AB07)
NSN: 1305-01-534-2702
SENSITIVITY/CATEGORY: 3/III

25MM M793 TP-T (ARMY) (A976)
NSN: 1305-01-400-3115
SENSITIVITY/CATEGORY: 4/IV

25MM PGU-23/U TP (A978)
NSN: 1305-01-210-6802
SENSITIVITY/CATEGORY: 4/IV

25MM M910 TPDS-T (A940)
NSN: 1305-01-426-4359
SENSITIVITY/CATEGORY: 4/IV

25MM M792 HEI-T (A975)
NSN: 1305-01-356-0188
SENSITIVITY/CATEGORY: 3/III

LW30 M788 TP (B118)
NSN: 1305-01-644-8390
SENSITIVITY/CATEGORY: 4/IV

LW30 M789 HEDP (B129)
NSN: 1305-01-644-8397
SENSITIVITY/CATEGORY: 3/III

30X173MM PGU-15A/B TP (B116)
SPECIAL U.S. GOVERNMENT PROVISIONS

NSN: 1305-01-462-8733
SENSITIVITY/CATEGORY: 4/IV

30X17.3MM PGU-13D/B HEI LINNED (NEW PRODUCTION) (AB18)
NSN: 1305-01-633-0903
SENSITIVITY/CATEGORY: 3/III

30X17.3MM PGU-13D/B HEI LINNED (GFM CARTRIDGES PROVIDED) (AB18)
NSN: 1305-01-633-0903
SENSITIVITY/CATEGORY: 3/III

30X17.3MM URBAN MIX (AC29)
NSN: 1305-01-663-6575
SENSITIVITY/CATEGORY: 3/III

30X17.3MM MK239 TP-T (ARMY) (AC25)
NSN: 1305-01-663-7834
SENSITIVITY/CATEGORY: 4/IV

30X17.3MM MK238 HEI-T (AC27)
NSN: 1305-01-663-7741
SENSITIVITY/CATEGORY: 3/III

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

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

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

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

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

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

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

(End of clause)

ECONOMIC PRICE ADJUSTMENT (EPA) - ACTUAL COST FOR COMPETED DELIVERY ORDERS

(a) This narrative applies to the price for steel, aluminum, copper, Radford Army Ammunition Plant (RFAAP) NC, and RFAAP propellant only. This narrative applies only to the delivery orders placed under Ordering Periods 2-5 for all competitive CLINs as set forth in Attachment 0003, EPA Pricing Worksheet. As set forth in Attachment 0003, the EPA is applicable for steel, aluminum, and copper for Ordering Periods 2-5 and the EPA is applicable for RFAAP NC and RFAAP Propellant for Ordering Periods 4-5 only. The EPA for RFAAP NC and RFAAP propellant in Ordering Periods 4 and 5 is only applicable if the Government decides not to directly fund the Performance Work Statement costs at RFAAP after January 2022. The amount of any increase or decrease in line item prices will be limited to the price of the actual fluctuation in material (steel, aluminum, copper, RFAAP NC, and RFAAP propellant) only and shall not include any other costs such as, but not limited to: labor, overhead, G&A, and profit.

(b) The Contracting Officer will notify the awardee(s) via contemplation letter of order requirements (reference Section H, DOs Under Multiple Award IDIQ Contracts for Ordering Periods 2-5). In its response to the contemplation letter:
SPECIAL U.S. GOVERNMENT PROVISIONS

(1) The awardee shall clearly detail the increases or decreases related to steel, aluminum, copper, RFAAP NC, and RFAAP propellant. Note the following:

   (i) Any adjustment to the unit price shall be limited to the increases or decreases in the price for steel, aluminum, copper, RFAAP NC, and RFAAP propellant only. There shall be no adjustment for:

       - Changes in the quantity of steel, aluminum, copper, RFAAP NC, and RFAAP propellant used from that proposed for the production of any of the cartridges,

       - Quantities above the specific cartridge quantity being ordered.

   (ii) The total increase for any cartridge unit price made under this clause shall not exceed ten percent of the original established NTE unit price for the applicable ordering period. There is no percentage limitation on the amount of decrease that may be made under this clause.

   (iii) EPAs will only be made at the time of the delivery order award.

   (2) The awardee shall propose a FFP that includes any increases or decreases related to steel, aluminum, copper, RFAAP NC, and RFAAP propellant prices, including related documentation to support proposed changes. The proposed FFP shall be in accordance with the instructions set forth in the contemplation letter.

       Note the following guidelines:

       (i) Any proposed FFP shall not be higher than the NTE price plus the EPA documentation supported price increase (up to ten percent of the NTE price).

       (ii) In order to be more competitive, any proposed price may be lower than the NTE price plus the EPA documentation supported price increase.

       (iii) In the event the EPA documentation supports a price decrease, the offeror's proposed FFP shall be equal to or less than the NTE price minus the EPA downward adjustment.

(c) Offerors shall provide the detailed data required by this EPA narrative with their original IDIQ proposal submission by completing the worksheet included as Attachment 0003, which will serve as the EPA baseline for Ordering Periods 2-5. In the event an EPA is not being requested for steel, aluminum, copper, RFAAP NC, and RFAAP propellant, the offeror shall enter "N/A" in the Attachment 0003.

(d) Any supporting documentation, provided either at the time of IDIQ proposal submission or in response to contemplation letters under Ordering Periods 2-5, is required in the form of recent vendor quote(s) to substantiate the prices for steel, aluminum, copper, RFAAP NC, and RFAAP propellant. Failure to provide the detailed data required by this narrative or the supporting documentation in the form of recent vendor quote(s) will render the contractor ineligible for any future EPAs on delivery order cartridge CLIN unit price(s) for the applicable commodity.

(e) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material during all reasonable times until the end of the three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the FAR, whichever is earlier.

ECONOMIC PRICE ADJUSTMENT (EPA) - ACTUAL COST FOR CARTRIDGES TO BE AWARDED SOLE SOURCE

(a) This narrative applies to the price for steel, aluminum, tungsten, RFAAP NC, and RFAAP propellant only, and only to the delivery orders placed under Ordering Periods 2-5 for sole source CLINs set forth in Attachment 0003, EPA Pricing Worksheet. As set forth in Attachment 0003, the EPA is applicable for steel, aluminum, and tungsten for Ordering Periods 2-5 and the EPA is applicable for RFAAP NC and RFAAP Propellant for Ordering Periods 4-5 only.

(b) The Contracting Officer will notify the awardee of order requirements. In its response to the Government,

       (1) The awardee shall clearly detail the increases or decreases related to steel, aluminum,
tungsten, RFAAP NC, and RFAAP propellant.

Note the following:

(i) Any adjustment to the unit price shall be limited to the increases or decreases in the price for steel, aluminum, tungsten, RFAAP NC, and RFAAP propellant only. There shall be no adjustment for:

- Changes in the quantity of steel, aluminum, tungsten, RFAAP NC, and RFAAP propellant used from that proposed for the production of any of the cartridges,

- Quantities above the specific cartridge quantity being ordered.

(ii) The total increase for any cartridge unit price made under this clause shall not exceed ten percent of the original established firm fixed unit price for the applicable ordering period. There is no percentage limitation on the amount of decrease that may be made under this clause.

(iii) EPAs will only be made at the time of the delivery order award.

(c) Offeror shall provide the detailed data required by this EPA narrative with its original IDIQ proposal submission by completing the worksheet included as Attachment 0003, which will serve as the EPA baseline for Ordering Periods 2-5. In the event an EPA is not being requested for steel, aluminum, tungsten, RFAAP NC, and RFAAP propellant, the offeror shall enter "N/A" in Attachment 0003.

(d) Any supporting documentation, provided either at the time of IDIQ proposal submission or in response to a notification of requirements under Ordering Periods 2-5, is required in the form of recent vendor quote(s) to substantiate the prices for steel, aluminum, tungsten, RFAAP NC, and RFAAP propellant. Failure to provide the detailed data required by this narrative or the supporting documentation in the form of recent vendor quote(s) will render the contractor ineligible for any future EPAs on delivery order cartridge CLIN unit price(s) for the applicable commodity.

(e) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material during all reasonable times until the end of the three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the FAR, whichever is earlier.

*** END OF NARRATIVE 10001 ***


COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military
article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)