

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAL	Page 1 of 73
2. Contract No.	3. Solicitation No. W58RGZ-04-R-0438	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004MAY27	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LM-M REDSTONE ARSENAL AL 35898-5280		Code W58RGZ	8. Address Offer To (If Other Than Item 7)	

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:30pm (hour) local time 2004JUN27 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CHERYL MOORE DAVIS E-mail address: CHERYL.DAVIS@REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256) 842-7630
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET**Reference No. of Document Being Continued**

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MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4000 SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
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(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of Clause)

A-2	52.209-4008 NOTICE TO OFFERORS - FLIGHT SAFETY PARTS REQUIRING ENGINEERING TESTING (USAAMCOM)	FEB/1996
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(a) The parts being procured under this solicitation are identified as flight safety parts requiring engineering testing. In accordance with the Army policy pertaining to such parts, this procurement is limited to only those sources (1) who have been approved in accordance with AMCOM (previously ATCOM) source approval procedures and (2) whose part has successfully completed all required engineering testing. Notwithstanding the fact that the technical data package may list sources who have not been tested, only those sources listed in Section B are eligible for award.

(b) By submitting an offer/bid/quote, the contractor certifies that (1) parts representative of the parts it will deliver have previously been subjected to and have passed all requisite engineering testing and (2) the critical manufacturing processes that will be used to produce the parts are either unchanged since the representative parts were tested or that changes in critical manufacturing processes have been approved by the Government in accordance with QE-STD-1 or other Government approved standard. The contractor agrees to provide any and all pertinent documentation which the Government deems necessary to show compliance with the foregoing requirements.

(End of Clause)

A-3	52.233-4000 AMC-LEVEL PROTEST PROGRAM	OCT/1996
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0438 MOD/AMD	Page 3 of 73 REPRINT
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Name of Offeror or Contractor:

http:(insert 2 forward slashes)www.amc.army.mil/amc/command_counsel/protest/protest.html

(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>The proposed Boeing/CCAD Partnering acquisition is a performance-based fixed price contract for both the material and services. The proposed contract is for a base plus four (4) option years.</p> <p>(End of narrative A001)</p> <p><u>BASE YEAR - LOGISTICAL SERVICES</u></p> <p>NOUN: LOGISTICAL SERV (AH64/CH47) SECURITY CLASS: Unclassified</p> <p>The Contractor shall perform Logistical services for CH-47 and AH-64 weapon systems in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
0002	<p>SECURITY CLASS: Unclassified</p> <p><u>TECHNICAL AND ENGINEERING SERVICES FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 0002, the contractor is required to perform Technical and Engineering services in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>The Contractor shall provide services to the following address:</p> <p>CORPUS CHRISTI ARMY DEPOT (CCAD) BUILDING 22, BAY 8 AND 9 OCEAN DRIVE CORPUS CHRISTI, TX 78419-5211</p> <p>(End of narrative B001)</p>				
0002AA	<p><u>BASE YEAR - CH-47 TECHNICAL & ENGINEERING</u></p>		HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p>NOUN: TECH & ENGR SERVICES (CH-47)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>BASE YEAR - AH-64 TECHNICAL & ENGINEERING</u></p> <p>NOUN: TECH & ENGR SERVICES (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		HR		\$ _____
0003	<p>SECURITY CLASS: Unclassified</p> <p><u>MATERIAL FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 0003, the contractor shall procure all supplies required in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>Pricing for material shall be in accordance with CH-47 and AH-64 Components Program parts list at Attachments 0002 and 0003. The price established shall identify the Noun, NSN, P/N, QTY, Unit Price, and Extended Price.</p> <p>(End of narrative B001)</p>				
0003AA	<p><u>BASE YEAR - CH-47 MATERIAL</u></p> <p>NOUN: CH-47 MATERIAL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for CH-47 component program IAW Attachment 0002.</p> <p>(End of narrative F001)</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p><u>BASE YEAR - AH-64 MATERIAL</u></p> <p>NOUN: AH-64 MATERIAL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for AH-64 component program IAW Attachment 0003.</p> <p>(End of narrative F001)</p>		LO		\$ _____
0004	<p><u>BASE YEAR - OVER AND ABOVE</u></p> <p>NOUN: OVER & ABOVE AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>See special Contract Clause H-2, Over and Above.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
0005	<p><u>BASE YEAR - CONTRACT DATA REQUIREMENTS LIST</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The contractor shall complete and deliver all required data in accordance with Attachment 0001, Statement of Work and Exhibit A, Contract Data Requirements List (CDRL).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>BASE YEAR - CH47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL CH47 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
0006AA	<p><u>BASE YEAR - CH 47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____
0007	<p><u>BASE YEAR - AH-64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH64 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
0007AA	<p><u>BASE YEAR - AH 64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH 64</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>BASE YEAR - SPECIAL PROCESS REWORK</u></p> <p>NOUN: SPEC PROCESS AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide special process rework for parts at CCAD in accordance with Section 3.10, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p>		LO		\$ _____
0009	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>BASE YEAR -SECOND SOURCE TESTING</u></p> <p>NOUN: 2D SOURCE TESTING AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide AH-64/CH-47 second-source testing capability to CCAD in accordance with Section 3.9, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p>		LO		\$ _____
2001	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR1 - LOGISTICAL SERVICES</u></p> <p>NOUN: LOGISTICAL SERV (AH64/CH47) SECURITY CLASS: Unclassified</p> <p>The contractor shall perform the Logistical services in accordance with the Statement of</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p>Work (SOW) at Attachment 0001.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>SECURITY CLASS: Unclassified</p> <p><u>TECHNICAL AND ENGINEERING SERVICES FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 2002, the contractor is required to perform Technical and Engineering services in accordance with the Statement of Work (SOW)at Attachment 0001.</p> <p>The Contractor shall provide services to the following address:</p> <p>CORPUS CHRISTI ARMY DEPOT (CCAD) BUILDING 22, BAY 8 AND 9 OCEAN DRIVE CORPUS CHRISTI, TX 78419-5211</p> <p>(End of narrative B001)</p>				
2002AA	<p><u>OPTION YR 1 - CH-47 TECHNICAL & ENGINEERING</u></p> <p>NOUN: TECH & ENGR SERVICES (CH-47)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		HR		\$ _____
2002AB	<p><u>OPTION YR 1 - AH-64 TECHNICAL & ENGINEERING</u></p> <p>NOUN: TECH & ENGR SERVICES (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>SECURITY CLASS: Unclassified</p> <p><u>MATERIAL FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 2003, the contractor shall procure all supplies required in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>Pricing for material shall be in accordance with CH-47 and AH-64 Components Program parts list at Attachments 0002 and 0003. The price established shall identify the Noun, NSN, P/N, QTY, Unit Price, and Extended Price.</p> <p>(End of narrative B001)</p>				
2003AA	<p><u>OPTION YR 1 - CH-47 MATERIAL</u></p> <p>NOUN: CH-47 MATERIAL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for CH-47 component program IAW Attachment 0002.</p> <p>(End of narrative F001)</p>		LO		\$ _____
2003AB	<p><u>OPTION YR 1 - AH-64 MATERIAL</u></p> <p>NOUN: MATERIAL (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for AH-64 component program IAW Attachment 0003.</p> <p>(End of narrative F001)</p>		LO		\$ _____
2004	<p><u>OPTION YR 1 - OVER AND ABOVE (AH-64 & CH-47)</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: OVER & ABOVE AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>See special Contract Clause H-2, Over and Above.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
2005	<p><u>OPTION YR 1 - CONTRACT DATA RQMTS LIST</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The contractor shall complete and deliver all required data in accordance with Attachment 0001, Statement of Work and Exhibit A, Contract Data Requirements List (CDRL).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
2006	<p><u>OPTION YR 1 - CH47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL CH47 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
2006AA	<p><u>OPTION YR 1 - CH 47 CCAD FORWARD SUPPORT</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	<p>NOUN: LABOR & TRAVEL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>OPTION YR 1 - AH-64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH64 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
2007AA	<p><u>OPTION YR 1 - AH 64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH 64</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____
2008	<p><u>OPTION YR 1 - SPECIAL PROCESS REWORK</u></p> <p>NOUN: SPEC PROCESS AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide special process rework for parts at CCAD in accordance with Section 3.10, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR 1 -SECOND SOURCE TESTING</u></p> <p>NOUN: 2D SOURCE TESTING AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide AH-64/CH-47 second-source testing capability to CCAD in accordance with Section 3.9, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p>		LO		\$ _____
3001	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR 2 - LOGISTICAL SERVICES</u></p> <p>NOUN: LOGISTICAL SERV (AH64/CH47) SECURITY CLASS: Unclassified</p> <p>The contractor shall perform the Logistical services in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>(End of narrative C001)</p>		LO		\$ _____
3002	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>SECURITY CLASS: Unclassified</p> <p><u>TECHNICAL AND ENGINEERING SERVICES FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 3002, the contractor is required to perform Technical and Engineering services in accordance with the Statement of Work (SOW) at Attachment 001.</p> <p>The Contractor shall provide services to the</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	following address: CORPUS CHRISTI ARMY DEPOT (CCAD) BUILDING 22, BAY 8 AND 9 OCEAN DRIVE CORPUS CHRISTI, TX 78419-5211 (End of narrative B001)				
3002AA	<u>OPTION YR 2 - CH-47 TECHNICAL & ENGINEERING</u> NOUN: TECH & ENGR SERVICES (CH-47) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination The Contractor shall procure material for CH-47 component program IAW Attachment 0002. (End of narrative F001)		HR		\$ _____
3002AB	<u>OPTION YR 2 - AH-64 TECHNICAL & ENGINEERING</u> NOUN: TECH & ENGR SERVICES (AH-64) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		HR		\$ _____
3003	SECURITY CLASS: Unclassified				
3003AA	<u>OPTION YR 2 - CH-47 MATERIAL</u> NOUN: MATERIAL (CH-47) <u>MATERIAL FOR CH-47 AND AH-64 WEAPON SYSTEMS</u> For all SubCLINs associated with Basic CLIN 3003, the contractor shall procure all supplies required in accordance with the Statement of Work (SOW) at Attachment 0001.		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB	<p>Pricing for material shall be in accordance with CH-47 and AH-64 Components Program parts list at Attachments 0002 and 0003. The price established shall identify the Noun, NSN, P/N, QTY, Unit Price, and Extended Price.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for CH-47 component program IAW Attachment 0002.</p> <p>(End of narrative F001)</p> <p><u>OPTION YR 2 - AH-64 MATERIAL</u></p> <p>NOUN: MATERIAL (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for AH-64 component program IAW Attachment 0003.</p> <p>(End of narrative F001)</p>		HR		\$ _____
3004	<p><u>OPTION YR 2 - OVER AND ABOVE</u></p> <p>NOUN: OVER & ABOVE AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>See special Contract Clause H-2, Over and Above.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	<p><u>OPTION YR 2- CONTRACT DATA REQUIREMENTS LIST</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The contractor shall complete and deliver all required data in accordance with Attachment 0001, Statement of Work and Exhibit A, Contract Data Requirements List (CDRL).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
3006	<p><u>OPTION YR 2 - CH47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL CH47 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
3006AA	<p><u>OPTION YR 2 - CH 47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____
3007	<p><u>OPTION YR 2 - AH-64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH64 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AA	<p>(PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p> <p><u>OPTION YR 2- AH 64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH 64</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____
3008	<p><u>OPTION YR 2 - SPECIAL PROCESS REWORK</u></p> <p>NOUN: SPEC PROCESS AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide special process rework for parts at CCAD in accordance with Section 3.10, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
3009	<p><u>OPTION YR 2 - SECOND SOURCE TESTING</u></p> <p>NOUN: 2D SOURCE TESTING AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide AH-64/CH-47 second-source testing capability to CCAD in accordance with Section 3.9, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR 3 - LOGISTICAL SERVICES</u></p> <p>NOUN: LOGISTICAL SERV (AH64/CH47) SECURITY CLASS: Unclassified</p> <p>The contractor shall perform the Logistical services in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
4002	<p>SECURITY CLASS: Unclassified</p> <p><u>TECHNICAL AND ENGINEERING SERVICES FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 4002, the contractor is required to perform Technical and Engineering services in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>The Contractor shall provide services to the following address:</p> <p>CORPUS CHRISTI ARMY DEPOT (CCAD) BUILDING 22, BAY 8 AND 9 OCEAN DRIVE CORPUS CHRISTI, TX 78419-5211</p> <p style="text-align: center;">(End of narrative B001)</p>				
4002AA	<p><u>OPTION YR 3 - CH-47 TECHNICAL & ENGINEERING</u></p> <p>NOUN: TECH & ENGR SERVICES (CH-47)</p>		HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR 3 - AH-64 TECHNICAL & ENGINEERING</u></p> <p>NOUN: TECH & ENGR SERVICES (AH-64)</p>		HR		\$ _____
4003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>SECURITY CLASS: Unclassified</p> <p><u>MATERIAL FOR CH-47 AND AH-64 WEAPON SYSTEMS</u></p> <p>For all SubCLINs associated with Basic CLIN 4003, the contractor shall procure all supplies required in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>Pricing for material shall be in accordance with CH-47 and AH-64 Components Program parts list at Attachments 0002 and 0003. The price established shall identify the Noun, NSN, P/N, QTY, Unit Price, and Extended Price.</p> <p>(End of narrative B001)</p>				
4003AA	<p><u>OPTION YR 3 - CH-47 MATERIAL</u></p> <p>NOUN: MATERIAL (CH-47)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for CH-47 component program IAW Attachment 0002.</p> <p>(End of narrative F001)</p>		LO		\$ _____
4003AB	<p><u>OPTION YR 3 - AH-64 MATERIAL</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	<p>NOUN: MATERIAL (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for AH-64 component program IAW Attachment 0003.</p> <p>(End of narrative F001)</p> <p><u>OPTION YR 3 - OVER AND ABOVE</u></p> <p>NOUN: OVER & ABOVE AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>See special Contract Clause H-2, Over and Above.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
4005	<p><u>OPTION YR 3 - CONTRACT DATA ROMTS LIST</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The contractor shall complete and deliver all required data in accordance with Attachment 0001, Statement of Work and Exhibit A, Contract Data Requirements List (CDRL).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
4006	<p><u>OPTION YR 3 - CH47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL CH47 SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1. (End of narrative C001) Travel cost is reimbursable IAW H-11. (End of narrative A001)				
4006AA	<u>OPTION YR 3 - CH 47 CCAD FORWARD SUPPORT</u> NOUN: LABOR & TRAVEL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin		LO		\$ _____
4007	<u>OPTION YR 3 - AH-64 CCAD FORWARD SUPPORT</u> NOUN: LABOR & TRAVEL AH64 SECURITY CLASS: Unclassified Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1. (End of narrative C001) Travel cost is reimbursable IAW H-11. (End of narrative A001)				
4007AA	<u>OPTION YR 3- AH 64 CCAD FORWARD SUPPORT</u> NOUN: LABOR & TRAVEL AH 64 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	<p><u>OPTION YR 3 - SPECIAL PROCESS REWORK</u></p> <p>NOUN: SPEC PROCESS AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide special process rework for parts at CCAD in accordance with Section 3.10, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
4009	<p><u>OPTION YR 3 -SECOND SOURCE TESTING</u></p> <p>NOUN: 2D SOURCE TESTING AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide AH-64/CH-47 second-source testing capability to CCAD in accordance with Section 3.9, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
5001	<p><u>OPTION YR 4 - LOGISTICAL SERVICES</u></p> <p>NOUN: LOGISTICAL SERV (AH64/CH47) SECURITY CLASS: Unclassified</p> <p>The contractor shall perform the Logistical services in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	INSPECTION: Destination ACCEPTANCE: Destination SECURITY CLASS: Unclassified <u>TECHNICAL AND ENGINEERING SERVICES FOR CH-47 AND AH-64 WEAPON SYSTEMS</u> For all SubCLINs associated with Basic CLIN 5002, the contractor is required to perform Technical and Engineering services in accordance with the Statement of Work (SOW)at Attachment 0001. The Contractor shall provide services to the following address: CORPUS CHRISTI ARMY DEPOT (CCAD) BUILDING 22, BAY 8 AND 9 OCEAN DRIVE CORPUS CHRISTI, TX 78419-5211 (End of narrative B001)				
5002AA	<u>OPTION YR 4 - CH-47 TECHNICAL & ENGINEERING</u> NOUN: TECH & ENGR SERVICES (CH-47) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		HR		\$ _____
5002AB	<u>OPTION YR 4 - AH-64 TECHNICAL & ENGINEERING</u> NOUN: TECH & ENGR SERVICES (AH-64) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		HR		\$ _____
5003	SECURITY CLASS: Unclassified <u>MATERIAL FOR CH-47 AND AH-64 WEAPON SYSTEMS</u> For all SubCLINs associated with Basic CLIN 0003,				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AA	<p>the contractor shall procure all supplies required in accordance with the Statement of Work (SOW) at Attachment 0001.</p> <p>Pricing for material shall be in accordance with CH-47 and AH-64 Components Program parts list at Attachments 0002 and 0003. The price established shall identify the Noun, NSN, P/N, QTY, Unit Price, and Extended Price.</p> <p>(End of narrative B001)</p> <p><u>OPTION YR 4 - CH-47 MATERIAL</u></p> <p>NOUN: MATERIAL (CH-47)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for CH-47 component program IAW Attachment 0002.</p> <p>(End of narrative F001)</p>		LO		\$ _____
5003AB	<p><u>OPTION YR 4 - AH-64 MATERIAL</u></p> <p>NOUN: MATERIAL (AH-64)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The Contractor shall procure material for AH-64 component program IAW Attachment 0003.</p> <p>(End of narrative F001)</p>		LO		\$ _____
5004	<p><u>OPTION YR 4 - OVER AND ABOVE</u></p> <p>NOUN: OVER & ABOVE AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>See special Contract Clause H-2, Over and Above.</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION YR 4 - CONTRACT DATA RQMTS LIST</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The contractor shall complete and deliver all required data in accordance with Attachment 0001, Statement of Work and Exhibit A, Contract Data Requirements List (CDRL).</p> <p>(End of narrative C001)</p>			\$ ** NSP **	\$ ** NSP **
5006	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>OPTION YR 4 - CH47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL CH47 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
5006AA	<p><u>OPTION YR 4 - CH 47 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	<p><u>OPTION YR 4 - AH-64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH64 SECURITY CLASS: Unclassified</p> <p>Labor and Travel in support of Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site in accordance with Section 5.2.2, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p>Travel cost is reimbursable IAW H-11.</p> <p>(End of narrative A001)</p>				
5007AA	<p><u>OPTION YR 4 - AH 64 CCAD FORWARD SUPPORT</u></p> <p>NOUN: LABOR & TRAVEL AH 64</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		LO		\$ _____
5008	<p><u>OPTION YR 4 - SPECIAL PROCESS REWORK</u></p> <p>NOUN: SPEC PROCESS AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide special process rework for parts at CCAD in accordance with Section 3.10, Statement of Work (SOW) at Attachment 0001.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____
5009	<p><u>OPTION YR 4 -SECOND SOURCE TESTING</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: 2D SOURCE TESTING AH-64/CH-47 SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide AH-64/CH-47 second-source testing capability to CCAD in accordance with Section 3.9, Statement of Work (SOW) at Attachment 1.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(a) In accordance with Attachment 001, Statement of Work (SOW), the Contractor shall perform Technical, Engineering, Logistical services and provide depot related material in accordance with Attachments 002 and 003 in support of Corpus Christi Army Depot (CCAD).

(b) The Contractor shall institute a process to comply with QE-STD-1 and QE-STD2 as listed below. Listed at Attachment 004 are the Critical Safety Items for CH-47 and AH-64 Components Programs.

*** END OF NARRATIVE C 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.209-4011	FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 (USAAMCOM)	JUL/2002

QE-STD-1
REVISION D
1 OCT 96

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
NEW MANUFACTURE
QE-STD-1

	Paragraph
Purpose-----	1.0
Scope-----	2.0
References-----	3.0
Definitions-----	4.0
Policy-----	5.0
Requirements-----	6.0
Manufacturing Planning-----	6.1
Plan Content-----	6.1.1
Frozen Planning Requirements-----	6.1.2
Changes to Frozen Planning-----	6.1.3
Audits-----	6.2
Critical Characteristics-----	6.3
Inspection of Critical Characteristics-----	6.3.1
Variability Reduction Methods-----	6.3.2
NonConforming Critical Characteristics-----	6.3.3
Contradictory Critical Characteristics-----	6.3.4
Delivered Nonconformances-----	6.3.5
Records-----	6.4
Traceability of Records-----	6.4.1
Purchasing Records-----	6.4.2
Retention of Records-----	6.4.3
Certification of Personnel-----	6.5
Tolerance of Measurement & Test Equipment---	6.6
Serialization-----	6.7

1.0 **PURPOSE:** To establish the minimum level of activity that is required to manufacture Flight Safety Parts (FSPs) containing Manufacturing Critical Characteristics (CCs). Requirements established herein are intended to establish and maintain the integrity of CCs throughout the manufacturing process.

2.0 **SCOPE:** This document is to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSPs.

3.0 **REFERENCES:**

- a. ANSI/ASQC B1,B2,B3-1996

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- b. ISO 10012-1
- c. Competition Advocate's Shopping List (CASL)
- d. AMCOM Regulation 702-7 Flight Safety Critical Aircraft Parts/New Source Testing Program Management

4.0 DEFINITIONS:

- a. FSP (Airframe): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.
- b. FSP (Engine): Any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.
- c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.
- d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

5.0 POLICY: AMCOM will only procure Flight Safety Parts from approved sources. So as to maintain the integrity and quality of these critical spare parts, manufacturers of FSPs, components, sub-assemblies, and assemblies are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (paras. 6.1 - 6.7) shall be complied with by a contractor receiving a contract to produce FSPs. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work.

6.1 MANUFACTURING PLANNING:

6.1.1 PLAN CONTENT: All manufacturing, assembly, and inspection points shall be controlled by detailed procedures outlining each step or parameter of the process along with any materials, tooling, equipment, environmental control, and operator certification required that leads to the specific production of an end item. Plans shall clearly identify all CCs and will include identification, in accordance with contractor procedures, as to its particular revision. All process plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified by subsequent inspection shall clearly define process operating parameters with tolerances.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing manufacturing planning. Review and control of these plans will be the responsibility of the Contractor's Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts manufactured utilizing these plans shall meet all contractual requirements. Plans developed for FSPs shall be frozen when:

- a. In the case of FSPs not requiring engineering testing, under the first production contract for the FSP at such time a successful First Article Test is completed, or at the start of production if FAT is not required.
- b. In the case of FSPs requiring engineering test, at the time articles are manufactured which successfully meet the engineering test requirements.

Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for the item unless changes to the planning are made in accordance with this standard.

6.1.3 CHANGES TO FROZEN PLANNING: The portion of the frozen manufacturing plan pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM, and receipt of approval by the Procurement Contracting Officer (PCO). Changes not affecting critical characteristics or occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), require CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM. When the item, CC, or process is produced by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each production contract, annually, and when process changes occur. It is incumbent upon the prime contractor to assure that subcontractors accomplish self-audits, and the prime shall maintain records

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verifying that their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor. Critical characteristics which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All inspection records shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the inspection records in such a manner as to draw attention to them. Inspection records shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

6.3.2 VARIABILITY REDUCTION METHODS: Once the program demonstrates that the critical processes are statistically in control, stable, and capable, the contractor may submit to the PCO for approval its documentation with a request to implement a Statistical Process Control (SPC) program in lieu of 100 percent inspection. This approval authority may be delegated to the Defense Contract Management Agency (DCMA) by the PCO in which case AMCOM will be informed of any approval or suspension of SPC. At the Government's discretion, 100 percent inspection may be reinstated if the process controls prove inadequate.

6.3.3 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor action, rework to print is acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers or deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.4 CONTRADICTIONARY CRITICAL CHARACTERISTICS: Contradictions between the AMCOM FSP Spares Technical Data Package (STDP) list of critical characteristics and the drawing/specifications shall not be resolved by the order of precedence paragraph in the STDP. The contractor shall notify the PCO immediately and any work pertaining to the critical characteristic in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.5 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered nonconformances that may exist in previously delivered FSPs. Notification is required whether or not the characteristic in question has been classified as a critical characteristic. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers or lot numbers, when applicable.

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSPs shall be traceable to the date and place of production. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly, and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this document for compliance. All documents and referenced data for FSPs shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of at least five years after the contractor ceases to manufacture the part for which this standard applies. At the end of this period, or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 TOLERANCE OF MEASURING & TEST EQUIPMENT (M&TE): M&TE used to inspect FSPs must be discriminate to within ten percent of the total tolerance spread for the feature being inspected except as follows: for total tolerance spreads of less than .001, M&TE must be discriminate to twenty percent of the spread.

6.7 SERIALIZATION: All FSPs require individual serialization or identification by lot number for traceability. The contractor shall request either approval of or assignment of a block of serial numbers (S/Ns) by AMCOM. Serialization shall occur so that any individualized inspection/process that involves a critical characteristic is traceable to a specific S/N. All S/Ns approved for issue or provided by AMCOM shall be accounted for; this includes material scrapped during manufacturing. Serial numbers used in this program shall not be used on any other part manufactured by that contractor. Reporting of the S/Ns to the PCO shall be in accordance with contractual requirements.

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absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

e. Contractor: Any company or Government owned and operated depot performing M&O for AMCOM.

5.0 POLICY: To maintain the integrity and quality of FSP, components, sub-assemblies, and assemblies undergoing M&O, contractors providing such services are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (para 6.1 - 6.7) shall be complied with by a contractor receiving a contract for M&O of FSP. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work. If, during M&O replacement parts are required that are not identified on the repair parts lists, the contractor will contact the PCO for instructions on how to procure these parts.

6.1 PLANNING:

6.1.1 PLAN CONTENT: Each M&O process affecting a FSP critical characteristic as identified in the Depot Maintenance Work Requirements (DMWR) or other AMCOM authorized M&O procedure must be controlled by detailed procedures outlining each step or parameter of the process along with any required materials, tooling, equipment, or operator certification. All procedures shall be clearly defined and the values of characteristics recorded as applicable. Plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified shall clearly define process operating parameters with tolerances. Plans shall clearly identify all CCs.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing M&O planning. Review and control of these plans will be the responsibility of the Contractor Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts maintained and overhauled utilizing these plans shall meet all contractual requirements. Plans developed for the M&O of FSP shall be frozen at the time the Product Verification Audit (PVA) is approved by the Government, or when a PVA is not required, prior to induction of the first M&O asset. Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for M&O of the item unless changes to the planning are made in accordance with this standard. In addition all plans shall be made available to the Government at any time upon request. For future contracts, verification of the currency of this planning will also be required at the time of bid submission if specified in the solicitation.

6.1.3 CHANGES TO FROZEN PLANNING: Frozen M&O planning pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM and receipt of approval by the Procurement Contracting Officer (PCO) except changes occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), or AMCOM Engineering Directive (AED) requires CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM for approval. When the item, CC, or process is accomplished by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above. Changes to frozen planning not effecting CCs require only CCB approval.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each M&O contract, annually, and when process changes occur. It is incumbent upon the contractor to assure that subcontractors accomplish self-audits, and maintain records verifying their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor; however, assemblies containing CCs need only be disassembled to the extent required by the statement of work to return the assemblies to a serviceable condition, in these cases inspection of CCs is not necessary. CCs which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All completed work instructions shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the work instructions in such a manner as to draw attention to them. Work instructions shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection

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certification. These requirements are in addition to other contractual requirements.

6.3.2 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor actions. Rework to DMWR or other AMCOM approved procedures are acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers/deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.3 CONTRADICTIONARY CRITICAL CHARACTERISTICS: Contradictions between the DMWR or other AMCOM approved procedures shall be brought to the attention of the PCO immediately and any work pertaining to the CC in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.4 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered Nonconformances that may exist in previously delivered FSP. Notification is required whether the characteristic in question has been classified as a CC or not. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers, or lot number (when applicable).

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSP shall be traceable to the date and place of M&O. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this STD and if applicable QE-STD 1 for compliance. All documents and referenced data for FSP shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of five years past after the contractor ceases the M&O process of the part for which this standard applies. At the end of this period or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 MEASUREMENT & TEST EQUIPMENT (M&TE):

6.6.1 CALIBRATION: Calibration of inspection equipment shall be in accordance with contractual requirements. All aspects of the supplier's calibration confirmation system shall be subject to Government verification at unscheduled intervals. The supplier's M&TE shall be made available for use by the Government, as needed. All measuring equipment that is used to measure CCs shall be monitored for effectiveness and reproducibility. A recommended method is provided in ISO 10012-1.

6.6.2 TOLERANCE: Measurement and Test Equipment (M&TE) used to inspect FSPs must be discriminate to within 10 percent of the total tolerance for the feature being inspected except as follows. For tolerances less than .001, M&TE must be discriminate to 20 percent.

6.7 GOVERNMENT FURNISHED MATERIAL: When material is furnished by the Government, the contractor's procedures shall include, as a minimum, the following:

- a. Examination upon receipt to detect damage in transit.
- b. Inspection for completeness and proper type.
- c. Periodic inspection and precautions to assure adequate storage conditions are maintained, and to guard against damage from handling and deterioration during storage.
- d. Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation.
- e. Identification and protection from improper use or disposition.
- f. Verification of quantity.

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g. Damaged/nonconforming Government Furnished Material shall be identified as such and is to be segregated in a secure controlled area pending Government disposition instructions.

C-3 52.247-4004 REUSABLE CONTAINERS (USAAMCOM)

OCT/1992

a. The container finish is important only to the extent that it provides a suitable surface for marking and provides protection from corrosion.

b. All activities associated with the containerization of the item are packaging operations. Packaging includes the following activities, if necessary to meet the requirements of the packaging specifications.

(1) Cleaning of the container;

(2) Removal of loose corrosion products;

(3) Replacement of gaskets, seals, o-rings, air valves, installation hardware, humidity indicators, desiccant;

(4) Replacement of wooden skids (any available hardwood);

(5) Preservation of the item;

(6) Installation of the item;

(7) Closure (sealing where required) of the container;

(8) Touchup painting to include obliteration of obsolete marking and surface protection (any available low contrast corrosion inhibitive paint);

(9) MIL-STD-129 marking.

(End of Clause)

CONTINUATION SHEET

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite _____ Title _____ Date _____

D-1 52.208-4700 REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) JUL/2001

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9003 (International Organization for Standardization (ISO) 9003) or comparable system or a Department of Defense approved quality system SPI. The Contractor is required to identify the quality system and provide documentation upon request.

(End of clause)

E-5	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996
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(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 PROGRAM CHANGES

(a) As appropriate, program changes to the requirement for this effort will be handled under Changes Clauses or the Over and Above clause at H-2.

(b) The Government reserves the right to review programs established for the periods of performance:

Base Year	-	Date of award through day 365
Option Year 1	-	Day 366 through day 731
Option Year 2	-	Day 732 through day 1096
Option Year 3	-	Day 1097 through day 1,461
Option Year 4	-	Day 1462 through day 1,644

(c) If the projections for any given year result in a reduction, the Government will request a reduction from the established part list for the applicable year based on reduced program change. The Government will provide a revised workload list to the Contractor and a revised price based on the unit prices for the applicable year within 45 calendar days. The Government and the Contractor will then agree on the reduced quantities and establish a new year price for the appropriate year no later than 30 June of the year prior to the applicable period of performance.

H-2 OVER AND ABOVE

(a) It is recognized that changes such as increases in Depot Overhaul Factors (DOF); increased program changes; parts becoming obsolete or additional parts being required may occur and will be covered by the Over and Above CLIN. The parties agree that no adjustment to the contract will be made due to changes in the DOF that are within +/- 10 percent.

(b) Contractor Furnished Material (CFM) prices for all part established in the contract will be utilized for establishing prices for additional parts that are required. If there is a requirement for a part that has not been priced due to a new part number being established or a new part requirement, the Government and the Contractor will work expeditiously in identifying the new part and negotiating the price in a quick and timely manner. Once a new part or parts are negotiated and identified, these parts will be incorporated by modification to the established parts list. However, in as much as they will be covered by the Over and Above CLIN, no quantities will be specified in the CFM list.

(c) The Contractor must submit in writing all requests that will be incorporated under the Over and Above CLIN to the AMCOM Procurement Contracting Officer (PCO) for this contract. Once final approval of an Over and Above request is provided by PCO letter, a modification will be executed against the Over and Above CLIN.

H-3 GOVERNMENT SOURCE OF SUPPLY

(a) The Contractor is encouraged to utilize Defense Logistic Agency (DLA) as the preferred supplier for DLA managed items that are determined to be the best value to the Government in terms of price, delivery, and quality. Any acquisitions from DLA will be a direct transaction between the Contractor and DLA.

(b) The Contractor shall not procure items from DLA that were produced by them or another source within its corporate family. Parts and supplies acquired from DLA are considered contractor acquired property rather than Government furnished property.

(c) Using DLA as a source will not relieve the Contractor of meeting all contract metrics. The Contractor is solely responsible for dealing directly with DLA to ensure quality and timely delivery of the parts ordered. Delays in delivery or failure to meet quality requirement shall not be deemed Government caused and shall not relieve the Contractor of meeting all contractual requirements.

H-4 EXCESS MATERIAL

At the end of each option period excess material, if any, will be identified by the Contractor to the Government. The Government reserves the right to procure all excess material for utilization in the next option year.

Name of Offeror or Contractor:H-5 INTENT OF THE PARTIES

(a) To establish performance metrics for improved repair turn around time (RTAT) for US Army AH-64/CH-47 Weapon Systems. The parties shall establish baseline RTAT for all components/systems during the first year and minimum RTAT goals for all subsequent years.

(b) To achieve 100 percent logistical support for this effort. However, it is understood by the parties that due to the large volume of parts required, the Government will negotiate material prices and deliveries in Phases I, II, III, and IV and incorporate by subsequent modifications.

(c) To increase the small business participation and minimize the adverse impact. The Contractor shall support the achievement of small business goals/targets by utilizing a mandatory small business goal of at least 26 percent, which is based on the AMCOM's current small business vendor base, in addition to the Contractors comprehensive subcontracting plan, which is in accordance with 52.219-9.

H-6 PERFORMANCE METRICS GOAL

In order to meet contract requirements, it is necessary that a 50 percent reduction in Repair Turn Around Time (RTAT) to support CCAD in the overhaul, repair and recapitalization of AH-64/CH-47 weapon systems and to increase the small business participation and minimize the adverse impact the following metrics must be met.

- (a) RTAT
- * Establish The Average RTAT For Each Component
 - * Define the methodology used to calculate the RTAT
 - * Identify cycle time drivers
 - * Identify opportunities for cycle time reduction
 - * Goal - 50 Percent Reduction Over 5 Years
 - * Negotiated Annual Reduction
 - * Quarterly Tracking And Annual Measurement

The Contractor shall prepare and submit an RTAT and Reliability Analysis on each overhaul/recapitalization program in Year 1 and all subsequent years as necessary. The RTAT analysis shall identify any impact to reliability if the recommendation is incorporated. The baseline RTAT for all components will be established during the first year. A performance incentive clause at H will apply after one (1) year if the Government and the Contractor have agreed on a baseline Repair Turn-Around-Time (RTAT).

- (b) Material Fill Rate
- * Gap Analysis
 - * Goal - 100 percent
 - * Monthly Reporting

An analysis of material availability will be conducted upon contract award to determine the rate of contractor material available to meet CCADs production needs. It is anticipated that due to material lead times that a rate of 100 percent will not be possible within the first year. Therefore, monthly reporting will occur to measure the contractors progress of achieving the goal of 100 percent availability.

- (c) Improved Reliability - On-Wing Time
- * Quarterly Reporting of Recommendations

The Contractors assistance in improving CCAD's overhaul practices will result in a mean time between depot visits for AH-64/CH-47 components installed in AH-64/CH-47 aircraft, whose work-scope is managed by TBC.

- (d) Small Business Metrics
- * Goal - 2 Sources a Year
 - * Mandatory small business goal of at least 26 percent
 - * Special clause that provides a positive and negative incentive for exceeding or failing to increase the small business vendor base
 - * Quarterly Reporting

This contract shall incorporate the small business metrics for increasing the small business participation and minimizing the adverse impact. The small business metrics shall be implemented for this effort from the date of contract award.

Name of Offeror or Contractor:H-7 INCENTIVE FOR PERFORMANCE METRICS

The Contractor shall assist CCAD in achieving reduced turn around times (RTAT) for AH-64/CH-47 weapon systems. The following incentive clause will apply after one (1) year of the Government and the Contractor's agreement to a baseline:

(a) The Contractor shall assist CCAD in achieving reduced turn around times (RTAT) for AH-64/CH-47 components. An agreed to baseline RTAT and agreed to required minimum RTAT reduction per component per year will be established and incorporated as either an attachment or a clause establishing the performance metric for this effort. A RTAT reduction fee shall be provided as an incentive to provide RTAT reductions in excess of the required minimum reduction. A negative incentive shall be assessed by the same percentage as agreed to for the incentive fee if the Contractor fails to meet the required minimum TAT reductions unless recommendations provided by the Contractor are not adopted by CCAD. The RTAT reductions for each component shall be calculated annually and the associated incentive billing shall occur at the end of each option year.

(b) The RTAT shall be measured in days calculated from date of release from Corpus Christi DLA warehouse and pre-positioned at CCAD. The Contractor and the Government shall establish the baseline RTAT based upon the on-site analysis performed at CCAD. Due to the large number of components to be base-lined, it is anticipated that components will be base-lined on an individual basis at varying times. Therefore, as an item is base-lined, the contract will be modified to reflect the agreed to baseline and minimum required TAT reduction per year for that component. The incentive clause will become applicable at that time as long as it is beyond year one (1) of the contract.

(c) A minimum RTAT reduction shall be established for each component for each year. For each additional percent of reduction achieved in RTAT, the Contractor's profit on material shall be increased by the same percent not to exceed a maximum adjustment of an agreed to percent. For each percent of RTAT reduction below the minimum, the Contractor's profit on material shall be adjusted downward by that same percentage not to exceed a maximum downward adjustment of an agreed to percent.

(d) Mean Time Between Depot Visits - Reliability improvements are anticipated as a result of technical refreshment and overall improvement in the overhaul process, such as tighter tolerances. The Contractor and the Government shall agree to an established number of hours for AH-64 and CH-47 overhauled by CCAD in the base contracting year. No monetary incentive will be associated with this metrics due to the lack of adequate data within the Army System on tracking reliability for each component, however, the Government shall utilize the overall success on meantime between depot visits and meantime between removals as one measurement of determining whether the contract shall earn Option Years three (03) and four (04).

(e) A performance incentive provision shall be included in the contract for achieving the small business metrics as stated in H-6(d). The Contractor shall support the achievements of small business goals/targets by utilizing a mandatory small business goal of at least 26 percent in addition to a comprehensive subcontracting plan in accordance with 52.219-9. The measurement of SB participation shall also include effort at the prime and subcontracting levels. The Contractor shall utilize AMCOM list of small business base of vendors for soliciting in the subcategories of veteran-owned small business; service-disabled veteran-owned small business; HUBZone small business; small disadvantaged business; and women-owned small business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The Government shall provide the Contractor a positive or negative incentive for exceeding or failing to increase the small business goals/targets of a minimum 26 percent. At the end of each contract year, beginning in FY05, the overall performance will be assessed to determine the established goals have been met.

H-8 AWARD TERM PROVISION

(a) This contract incorporates an award term to be earned for the Contractor's successful performance of meeting key contract metrics as described in H-6. The Government may increase the services called for herein if it has been determined that the Contractor has successfully performed in Option Years 02 and 03. At the end of Option Years 02 and 03 the Government shall assess the Contractor's overall performance to determine if an additional option year is earned.

(b) Options may be exercised at any time within the applicable exercise period. Exercise of options is at the sole discretion of the Government and shall meet the requirements set forth in FAR 17.207. Award of additional option years based on the Contractor's performance does not create any express or implied obligation for the Government to exercise such options.

H-9 SMALL BUSINESS PROVISION

To the maximum extent practicable, the Contractor will provide participation by small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. To implement this requirement in this effort the following provisions are incorporated:

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(a) The contractor will achieve a small business dollar participation of at least 26 percent for this effort.

(1) The 26 percent is applied to total dollars available for subcontracting applicable to the AH-64 and CH-47 components, structures, and airframes. The Contractor will further achieve the following small business sub-category participation rates:

Small Disadvantage	5.0 percent
Women-Owned	3.8 percent
HUBZone	.3 percent
Veteran Owned	2.0 percent
Service Disabled/Veteran Owned	.3 percent

(2) The Small Business achievements will be accessed in determining the Contractor's overall performance of this contract. The small business achievements for this effort will be assessed annually by the Government. The Contractor is required to provide the following:

(a) The Contractor shall submit a plan to meet or exceed the small business expectations. This plan will be included in and made a part of this contract.

(b) The Contractor shall submit a Subcontracting Report for this Contract to the Contracting Officer not later than 15 Feb 2005 and subsequent Subcontracting Reports are due every 90 days thereafter until completion of contract on the participation of small business concerns. The Subcontracting Report shall be submitted in the Contractor's format. The data submitted shall be total contract dollars; subcontracting dollars available; total subcontracting dollars expended with small business; and dollars expended within each sub-category.

(c) As an attachment to the Subcontracting Report, the Contractor shall submit a list of new small business sources, identified by name and cage code, and nomenclature for that reporting period.

(d) If at any time during contract performance the Contracting Officer determines that the small business participation levels are not being maintained at or within reasonable proximity above minimum requirements, the Contractor shall be required to submit a plan for reallocating resources in a manner that will ensure the minimum requirements will be met. The reallocation plan shall be submitted not later than 15 days after notice from the contracting officer and implementation shall begin within 30 days thereafter (see Clause at H-10 Liquidated Damages-Minimum Small Business Participation Requirements).

(b) In order to minimize adverse impact to the AMCOM vendor base or small business, the Government and Contractor shall establish a "Small Business Vendor Base" list to use as a baseline for maintaining the base throughout the life of the contract. The Government and Contractor shall mutually agree to the small businesses listed utilizing AMCOM's and the Contractor's list of incumbent small business concerns for AH-64 and CH-47 weapon systems parts and components

(1) The Contractor shall ensure the viability of the sources whenever possible through its subcontracting efforts. The contractor shall not negatively impact a source by failure to award subcontracts, if the source is qualified and can meet the requirements of the contract.

(2) Shifts and changes in the vendor base are anticipated. A warm industrial base is vital to the readiness and mission of the Army. Therefore, to maintain the vendor base, the government will provide a monetary incentive to the contractor for increasing the number of qualified sources within the vendor base. A goal of two (2) new sources annually is established.

(3) New source is defined as:

(a) A small business concern that has neither produced nor repaired the product for which qualification is granted; and/or

(b) A small business concern that was not previously approved for participation under this contract

(c) The contract shall include a vendor base incentive. The amount of incentive earned will be based on:

(1) Effort and cost associated with qualifying the source;

(2) Importance of the source to the contractual requirements (does new source enhance competition; does new source fill gap of need);

(d) As the Contractor qualifies a new small business source of supply and provides the Government with the necessary documentation, the Government will immediately implement measures to include this business in their vendor base, resulting in

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an ability to actually increase prime contracts to small businesses for other customers.

(e) The Contractor is cautioned that failure to maintain the small business vendor goal will exclude the Contractor from receiving a positive incentive. If the Contracting Officer determines at the end of each incentive year that the small business participation levels fell below the baseline in performing this contract, the Contractor may be assessed a penalty. If the Contracting Officer determines that failure to maintain established vendor base due to factors outside the control of the Contractor, the penalty will be waived. Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government. The Contractor will be provided an opportunity to submit data to support a less than minimum rating. Such reports shall contain appropriate justifications for failure to meet the goals established under this section.

H-10 Liquidated Damages-Minimum Small Business Participation Requirements

(a) Failure to make a good faith effort to comply with the minimum small business participation, means a willful or intentional failure to meet the minimum small business participation requirements set forth in "H-9 Small Business Provision" of this Section and/or to perform in accordance with the requirements or willful or intentional action to frustrate the plan.

(b) For minimum small business participation requirements, performance shall be measured by comparing the total actual contract dollars performed by small business concerns (total small business and in each small business subcategory) to the total obligated value of the contract. If, at contract completion, the Contracting Officer determines that the contractor has failed to meet the required small business participation levels, and the Contracting Officer decides in accordance with paragraph (d) of this clause that the Contractor failed to make a good faith effort to comply with the minimum requirements, the contractor shall pay the Government liquidated damages in an amount of the actual amount by which the contractor failed to achieve each subcontracts requirement.

(c) Performance of the small business participation requirements shall be measured by applying the participation percentage goals to the total actual subcontracting dollars. If, at end of a contract year, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph(d) of this clause that the Contractor failed to make a good faith effort to comply with "H-9 Small Business Provision", the Contractor shall pay the Government liquidated damages. The amount of probable damages attributable to the Contractor's failure to comply shall be amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal less any amounts to be paid as damages under paragraph (b) above.

(d) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the minimum participation requirements or the subcontracting plan, as applicable, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraphs (b) and (c) of this clause.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

H-11 COMPETITIVE INITIATIVES

In order to maintain the competitive posture, ensure price reasonableness of the program, and minimize adverse impact on the AMCOM vendor base, the Contractor will maximize competition and continue competition of previously competed items to the extent possible within the Contractor's established business practices. The Contractor shall consistently consider utilizing vendors on the AMCOM and DLA vendor lists, when determining the need for new sources.

H-12 OBSOLESCENCE / DIMINISHING MANUFACTURING SOURCES

An obsolete part is defined as a specific component/subcomponent utilized under this contract that a viable supplier, at any tier, elects to no longer offer. The prices under this contract do not include cost associated with parts obsolescence. Obsolescence activities, including but not limited to, redesign, qualification testing, etc., shall be the subject of a separate contract action. The Contractor shall notify the Government concerning such parts in order to give the Government an opportunity to modify this contract to require the Contractor to procure such parts needed for unexercised options. The Contractor assumes no liability for parts obsolescence for any options that have not been exercised by the Government.

Name of Offeror or Contractor:

(a) In the event that the Contractor determines that one or more parts involved in the production of any of the requirements contained in this contract becomes obsolete, the Contractor shall provide written notice to the contracting officer within 10 days of learning about the obsolescence. This notice will include the Contractor's recommendation to correct the problem and should be in one of the following general categories: (a) Alternative sources within industry, (b) hardware redesign, or (c) out of production non-recurring effort. Included with the recommendation will be the Contractor's Rough Order of Magnitude (ROM) assessment of any costs and schedule impacts associated with the recommendation.

(b) After receipt of the notification, the contracting officer will determine the appropriate course of action and will give written direction to the Contractor.

(c) Redesign vendor qualification, or out of production non-recurring effort undertaken by the Contractor to implement the contracting officer's direction will be charged as a cost-plus-fixed fee contract line item to be established in the contract. In no event will the Contractor proceed with implementation without written approval of the contracting officer. If the contracting officer implements this provision, costs associated with the change will be evaluated and negotiated at that time.

(d) If, after all efforts stated in paragraphs a, b and c have been exhausted, the Contractor shall notify the Government (in writing) that no vendor can be obtained or qualified and the component part cannot be redesigned due to technical or cost limitations, the contracting officer will commence with the issuance of a termination for convenience of the Government for that part(s).

H-13 SUPPLIER LINE BREAK DELIVERY IMPACT

The Contractor is not responsible for supplier line-breaks due to supplier inefficiencies that may result in delivery slippage or additional costs to maintain the delivery schedule established in this contract. The Contractor will be responsible for notifying the Government with the problem and submit a cost analysis.

H-14 FORWARD SUPPORT TRAVEL IAW ATTACHMENT 001, SOW SHALL BE UNDER THE FOLLOWING CONDITIONS:

(a) Travel cost will be allocated to support the CCAD Forward Support IAW SOW at Section J, Attachment 001 of this contract. The Contractor may be required to assist the CCAD's Pre-Shop Analysis (PSA) evaluation of crash-damaged aircraft off-site to support AH-64/CH-47 weapon systems. The Contractor shall provide support personnel to perform Temporary Duty (TDY) to various CONUS/OCONUS locations. All travel will be funded on a reimbursable basis, and fee is not applicable. Travel request shall be approved by Contracting Officer.

(b) The Contractor shall provide:

(1) Two (2) Structural Engineers each trip to include Chinook Structures Expert and Apache Structures Expert (time and travel cost).

(2) If required, Logistician will accompany the Structural Engineering expert on travel.

(c) Temporary Duty (TDY)

(1) Reimbursement for cost of lodging, meals, and related expenses for contractor personnel shall be allowable only to the extent that they do not exceed the rates and amounts as set forth for Government employees in the Joint Travel Regulations (JTR). The Contractor shall use the method of transportation administratively authorized/approved by the Contracting Officer as most advantageous to the Government. Any additional cost resulting from the use of a method of transportation other than specifically authorized/approved, or required by regulation, is the Contractor's responsibility.

(2) The TDY locations shall consist of no more than 21 trips; 15 CONUS trips at 7 days/1 week each and no more than 6 OCONUS trips at 14 days/2 weeks each. It is not anticipated that the scope of effort on the trips will change only that the time required to complete the evaluation may be greater than 7/14 days or the number of trips due to additional crashes may change, therefore, travel beyond the 21 trips and/or beyond the 7/14 days will be cause for increase in cost.

(3) The TDY trips are not dependent upon the number of people involved, for example, trips may require both engineers and the logistician; or some trips may only require one engineer and the logistician. A trip is counted against the total of 21 based on location/time and not people. Therefore, if both engineers and the logistician accompanies the CCAD team to the same location at the same time that is considered one (1) trip.

(4) Commuting expenses to principal place of work shall not be an allowable charge under this contract.

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(5) Payment of allocable expenses will be based upon official travel from home office of actual employee deployed on trip to TDY point(s) and return. Claims for reimbursement must be supported by required receipts.

(6) Outside the Continental United States (OCONUS) travel shall be IAW JTR and, if applicable, IAW AR 95-1 and DOD Regulation 4515.13-R

H-15 CONTRACT SURVEILLANCE PLAN

The contract will incorporate a Contract Surveillance Plan to assist the Government in determining the contractor's progress and to identify any factors that may delay performance. This plan will be designed to provide an effective surveillance method of monitoring the Contractor's performance to ensure that the services received are consistent with contract requirements. This Plan will evaluate contractor's actions while implementing the Statement of Work (SOW) for technical, engineering and logistical services and supplies (TELSS) to support Corpus Christi Army Depot (CCAD) in the overhaul/repair/ recapitalization of AH-64/CH-47 weapon systems from the contractor as a Materiel Integrator. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that Government receives the quality of services called for in the contract, and that the Government only pays for the acceptable level of services and material received.

H-16 SECURITY CLEARANCE FOR COMPUTER ACCESS

(a) All contractor employees requiring access to a Government computer require a favorably completed background investigation.

(b) Position Sensitivity Designations (described in paragraph d, below) for this contract are:

ADP-I, Critical Sensitive

ADP-II, Non-Critical Sensitive

XX ADP-III, End-Users

(c) For ADP-I positions, a standard form (SF) 86, Questionnaire for National Security Positions, is used; for ADP-II and ADP-III positions, an SF 85P, Questionnaire for Public Trust Positions, is used. These forms may be accessed, and electronically processed through, the Defense Security Service's Electronic Personnel Security Questionnaire (EPSQ) at www.dss.mil. Results of the investigations shall be submitted to:

Corpus Christi Army Depot
Security office Stop 9 (Alma Hinojosa)
308 Crecy Street
Corpus Christi, TX 78419-5260

(d) Position Sensitivity Designations:

(1) ADP-I positions are designated critical sensitive positions and require a favorably completed Single Scope Background Investigation (SSBI) prior to access to any Government system. ADP-I positions are those where the incumbent is directly responsible for the planning, direction, and implementation of the Government activity's information systems security program; individuals whose major responsibility is the direction, planning, and design of computer systems (both hardware and software); and individuals who can access a computer system during maintenance or operation in such a way as to cause grave damage or realize a significant personal gain. As a minimum, specific positions which will be designated as critical sensitive are supervisory personnel of computer hardware and/or software development activities, Level III System Administrators, System Programmers, Network Security Officers, and software Designers and Developers.

(2) ADP-II positions are designated noncritical-sensitive positions and require a favorably completed National Agency Check (NAC) prior to access to any Government system. ADP-II positions are those where the incumbent is responsible for the direction, planning, design, operation, or maintenance of computer systems (both hardware and software), and whose work is technically reviewed by a higher authority of the ADP-I category to ensure the integrity of the system. Positions include Mainframe/Mini-Computer Operators, hardware Designers and Developers, and Level I and Level II Systems Administrators.

(3) ADP-III positions require a favorably completed NAC prior to access to any Government system. ADP-III positions are those where the incumbent uses a computer as an administrative tool, regardless of the classification of data being accessed. These individuals are "end users" who do not have root access nor do they perform computer security related functions._

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	DEC/2001
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-23	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-26	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-32	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-34	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227- 3	PATENT INDEMNITY	APR/1984
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-40	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-41	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232- 1	PAYMENTS	APR/1984
I-43	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233- 1	DISPUTES	JUL/2002
I-50	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-51	52.237- 2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR/1984
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-54	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-55	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997

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I-56	52.248- 1	VALUE ENGINEERING	FEB/2000
I-57	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-58	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.251- 1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-60	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-62	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-65	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-70	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-74	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-75	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-76	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-77	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-78	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-79	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-80	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-81	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001

NOTICE: The following term(s) of this clause are waived for this contract:

None

I-82 52.217- 9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(END OF CLAUSE)

I-83 252.211-7003 ITEM IDENTIFICATION AND VALUATION JAN/2004

(a) Definitions. As used in this clause -

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard; and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification

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Code.

"Concatenated unique item identifier" means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition --

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by registration (or controlling) authority.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier" or "unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number" or "serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serilization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise

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identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

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

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

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

TBD

TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.

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

(3) Data syntax and semantics. The Contractor shall --

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTCL/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

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(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description. *

(2) Unique identifier, ** consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

(4) Issuing agency code (if DoD unique item identifier is used). **

(5) Enterprise identifier (if DoD unique item identifier is used). **

(6) Original part number. **

(7) Serial number. **

(8) Quantity shipped. *

(9) Unit of measure. *

(10) Government's unit acquisition cost. *

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number. *

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

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- (3) Unique item identifier type. **
- (4) Issuing agency code (if DoD unique item identifier is used). **
- (5) Enterprise identifier (if DoD unique item identifier is used). **
- (6) Original part number. **
- (7) Serial number. **
- (8) Unit of measure.
- (9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

I-84 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

(a) The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;

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

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

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

(End of Clause)

I-85 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST
OR PRICING DATA - MODIFICATIONS

OCT/1997

Name of Offeror or Contractor:

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-86

52.222-21

PROHIBITION OF SEGREGATED FACILITIES

FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-87 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2004

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

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-88 52.252- 2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

FAR Clauses:

www.arnet.gov/far

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DFARS Clauses:

www.acq.osd.mil/dp/dars/dfars.html

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-89 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I-90 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

(END OF CLAUSE)

I-91 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the

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solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose

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contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

Total

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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(End of clause)

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SECTION J - LIST OF ATTACHMENTS

Access Attachments and Exhibit at "Acquisition Center Public" website at <https://wwwproc.redstone.army.mil/acquisition/>. Select "Current AMCOM Business Opportunities" and the "CCAD/Boeing Partnering".

*** END OF NARRATIVE J 001 ***

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST			
Attachment 001	STATEMENT OF WORK			
Attachment 002	AH-64 PARTS LIST			
Attachment 003	CH47 PARTS LIST			
Attachment 004	CRITICAL SAFETY ITEMS			

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<u>SECTION</u>	<u>TITLE</u>
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$20M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is; () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____; (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END OF PROVISION)

K-9 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997
(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
--	--

(END OF PROVISION)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

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K-13 52.227- 6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

K-14 52.230- 1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

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(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

K-15 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The terms "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.
The Offeror represents that it--

_____ Does anticipate the supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-3	52.211- 2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/2003

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2179

Facsimile (215) 697-1462.

(End of provision)

L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF PROVISION)

L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(End of Provision)

L-6 52.216- 1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a one year firm fixed price contract with 2 year options for both the material and services with award term for two additional option years and incentives for 50 percent reduced turnaround time and increased small business participation resulting from this solicitation.

(END OF PROVISION)

L-7 52.233- 2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in Block 7 of SF33, Page 1 of the solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-8 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

L-9 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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(END OF PROVISION)

L-10 52.204-4000 SIGNATURE AUTHORITY (USAAMCOM) OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-11 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

(End of provision)

L-12 52.215-4002 CONTRACT PRICING PROPOSAL (USAAMCOM) JUL/2001

(a) Your proposal must conform with the instructions in FAR 15.403-5(b)(1) and Table 15-2. Prospective offerors are encouraged to submit the maximum information available.

(b) Additionally, one copy of each pricing proposal in excess of \$550,000 shall be submitted to the cognizant Plant Representative Office/Contract Administration Office and one copy to the cognizant Defense Contract Audit Agency (DCAA).

(c) As soon as possible after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

(End of Provision)

L-13 52.215-4003 COST OF MONEY (USAAMCOM) MAR/2000

Proposed Cost of Money must be submitted by asset type, i.e., land, building, and equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (Form CASB-CMF) must be delineated for each of the three aforesaid asset types consistent with Department of Defense (DD) Form 1861, dated JUN 98.

(End of provision)

L-14 52.215-4716 PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM) MAY/2003

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective

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of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at http://www.amc.army.mil/amc/command_counsel/partnering.html.

L-15 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) - ALTERNATE I (USAAMCOM) OCT/2000

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit five (5) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled "Small Business Subcontracting Plan". Note that such a plan is not required of offerors that are small businesses.

(b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(End of provision)

L-16 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L-17 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT- OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected

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to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

(End of provision)

Name of Offeror or Contractor: _____

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993

(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3%
2-3 years	2%
3-6 years	1.5% \$ _____
6-10 years	1% TOTAL
over 10 years	.75%

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of _____ months. \$ _____

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of _____ months. \$ _____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

- (1) A proposed rental figure: \$ _____
- (2) The contract/agreement numbers of all such documents: _____
- (3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements: _____

Name: _____ Address : _____

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Telephone No.: _____

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)