

| | | | | |
|---|--|--|---|--|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA2 | Page 1 of 44 |
| 2. Contract No. | 3. Solicitation No. W31P4Q-04-R-0151 | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2004SEP13 | 6. Requisition/Purchase No. SEE SCHEDULE |
| 7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-MC REDSTONE ARSENAL AL 35898-5280 | | Code W31P4Q | 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 04:00pm (hour) local time 2004NOV12 (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 VALORIE RITCHEY E-mail address: VALORIE.RITCHEY@REDSTONE.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (256)955-9190 |
|----------------------------------|---|--|

11. Table Of Contents

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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 Different From Blk 15A-Furnish Such Address In Offer | 17. Signature | 18. Offer Date |
| | <input type="checkbox"/> | | |

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 _____ /SIGNED/ (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.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

- A-1. THIS SOLICITATION FOR A REQUIREMENTS CONTRACT CONTAINS PROVISIONS FOR THE GOVERNMENT TO PROCURE FUTURE QUANTITIES OF THE SAME ITEM BY ISSUING ONE OR MORE ORDERS AGAINST THE RESULTING CONTRACT.
- A-2. THIS SOLICITATION IS FOR A REQUIREMENTS CONTRACT, FUNDS WILL BE OBLIGATED/CITED UPON THE ISSUANCE OF EACH DELIVERY ORDER.
- A-3. FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS ACQUISITION. NO DELIVERY ORDERS WILL BE PLACED UNTIL APPROPRIATED FUNDS ARE MADE AVAILABLE FROM WHICH PAYMENT FOR CONTRACT PURPOSES CAN BE MADE.
- A-4. THE GOVERNMENT IS NOT OBLIGATED TO ORDER ANY REQUIREMENTS FROM A CONTRACTOR WHICH SUBSEQUENT TO AWARD OF THIS CONTRACT IS DEBARRED, SUSPENDED, PROPOSED FOR DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT OR OTHERWISE INELIGIBLE FOR AWARD.
- A-5. THE GOVERNMENT HAS SEGREGATED THIS REQUIREMENT PERIOD INTO THREE PROGRAM PERIODS, HOWEVER, THIS DOES NOT PRECLUDE EXERCISING ITS RIGHTS UNDER FAR 52.216-19 BY ORDERING THE MAXIMUM QUANTITY SPECIFIED IN FAR 52.216-19(B)(1) AT ANY TIME DURING THE REQUIREMENTS PERIOD.
- A-6. PRICES QUOTED FOR EACH PERIOD CLIN RANGE WILL BE VALID FOR ALL QUANTITIES ORDERED DURING THAT PROGRAM PERIOD.
- A-7. THIS SOLICITATION IS FOR THE SUPPLIES AS DETAILED ON THE FOLLOWING PAGES. OFFERORS ARE CAUTIONED TO INSURE THAT OFFERS ARE PROVIDED ON ALL QUANTITY RANGES FOR ALL CLINS. THE GOVERNMENT ANTICIPATES BUYING A QUANTITY OF ITEMS OVER THE LIFE OF THE CONTRACT, HOWEVER, ANNUAL BUYS CANNOT BE GUARANTEED. IN NO EVENT SHALL THE TOTAL CONTRACT QUANTITY EXCEED 141.
- A-8. PROGRAM PERIOD 1 (CLIN 0001AA or CLIN 0003AA) WILL BE FROM DATE OF AWARD THROUGH DAY 365. THE CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH OF THE RANGES SHOWN ON THE FOLLOWING PAGES.
- A-9. PROGRAM PERIOD 2 (CLIN 0004AA) WILL BEGIN ON DAY 366 AND WILL RUN THROUGH DAY 730. THE CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH OF THE RANGES SHOWN ON THE FOLLOWING PAGES.
- A-10. PROGRAM PERIOD 3 (CLIN 0005AA) WILL BEGIN ON DAY 731 AND WILL RUN THROUGH DAY 1,095. THE CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH OF THE RANGES SHOWN ON THE FOLLOWING PAGES.
- A-11. DELIVERY SHALL BE MADE ONLY AS AUTHORIZED BY ORDERS ISSUED IN ACCORDANCE WITH THE ORDERING CLAUSE.
- A-12. IN THE EVENT THE CONTRACTOR IS DELINQUENT IN THE DELIVERY OF THE ITEMS UNDER ANY ORDER ISSUED AGAINST THE RESULTING CONTRACT, THE GOVERNMENT IS NOT OBLIGATED TO ISSUE SUBSEQUENT ORDERS.
- A-13. THE GOVERNMENT IS NOT REQUIRED TO PURCHASE FROM THE CONTRACTOR REQUIREMENTS IN EXCESS OF ANY LIMIT ON TOTAL ORDER UNDER THIS CONTRACT.
- A-14. THE GOVERNMENT WILL HAVE UNILATERAL AUTHORITY TO ISSUE DELIVERY ORDERS.
- A-15. NOTICE REGARDING TECHNOLOGY IMPROVEMENTS: THE ARMY IS ACTIVELY SOLICITING IMPROVED TECHNOLOGY IDEAS FOR WEAPONS SYSTEMS. BE ON NOTICE THAT THE VECIP CLAUSE IN THIS CONTRACT ALLOWS CONTRACTORS TO SHARE IN BOTH INSTANT AND LONG TERM SAVINGS FOR TECHNOLOGY IMPROVEMENTS. YOU ARE ENCOURAGED TO TAKE ADVANTAGE OF THIS VEHICLE FOR CHANGE.
- A-16. IN THE EVENT AN OFFEROR DETERMINES THAT ONE OR MORE PARTS INVOLVED IN THE MANUFACTURE OF THE ITEM REFLECTED IN SECTION B BECOMES EITHER OBSOLETE OR NONPROCURABLE, THE OFFEROR SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTING OFFICER. THIS NOTICE WILL INCLUDE THE OFFEROR'S RECOMMENDATION TO CORRECT THE PROBLEM AND SHOULD BE ONE OF THE FOLLOWING GENERAL CATEGORIES:
- A. ALTERNATE SOURCES WITHIN INDUSTRY
 - B. PART REDESIGN
- INCLUDED WITHIN THE RECOMMENDATION WILL BE THE OFFEROR'S ASSESSMENT OF ANY PROPOSED PRICE AND DELIVERY SCHEDULE IMPACTS ASSOCIATED WITH THE RECOMMENDATION.
- A-17. IN THE EVENT THE CONTRACTOR IS DELINQUENT IN DELIVERY OF THE FIRST ARTICLE THE GOVERNMENT IS NOT OBLIGATED TO ISSUE SUBSEQUENT ORDERS AGAINST THIS CONTRACT.
- A-18. IN THE EVENT THE CONTRACTING OFFICER DISAPPROVES ANY FIRST ARTICLE SUBMITTED BY THE CONTRACTOR FOR THIS ITEM, THE GOVERNMENT IS NOT OBLIGATED TO ISSUE SUBSEQUENT ORDERS AGAINST THIS CONTRACT.
- A-19. IN THE EVENT THE GOVERNMENT HAS AN URGENT REQUIREMENT FOR THIS ITEM AND THE CONTRACTOR DOES NOT HAVE AN APPROVED FIRST ARTICLE, THE GOVERNMENT IS NOT OBLIGATED TO ISSUE AN ORDER FOR THE URGENT REQUIREMENT AGAINST THIS CONTRACT.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|-------------|--|-------------------|-----------|-------------------|--------|----|----|----|-----|----|-----|-----|----|--|----|-------------------|----------|
| 0001 | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1440-01-271-7225 FSCM: 18876 PART NR: 13281211 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>PROD QTY WITH CONTR TESTED FIRST ARTICLE</u></p> <p>PROGRAM YEAR: 1 NOUN: SENSOR ASSEMBLY</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>141</td> <td>\$</td> </tr> </tbody> </table> <p>CLIN 0001AA INCLUDES ONE (1) EACH FIRST ARTICLE AND CONTRACTOR TESTING OF THE FIRST ARTICLE. THE FIRST ARTICLE TEST UNIT SHALL NOT BE RETAINED AS A MANUFACTURING STANDARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>THE ESTIMATED QUANTITY FOR PROGRAM YEAR 1 IS 41 EACH; HOWEVER, OFFEROR IS REQUIRED TO PROVIDE PRICING ON EACH QUANTITY RANGE COVERING A TOTAL QUANTITY OF 141. THIS IS THE MAXIMUM QUANTITY FOR THIS NSN WHICH MAY BE PROCURED DURING THE LIFE OF THE CONTRACT.</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 13281211 REVISION: E</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SPI NUMBER AL12717225 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> | <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | 1 | 50 | \$ | 51 | 100 | \$ | 101 | 141 | \$ | | EA | See Range Pricing | \$ _____ |
| <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | | | | | | | | | | | | | | | |
| 1 | 50 | \$ | | | | | | | | | | | | | | | |
| 51 | 100 | \$ | | | | | | | | | | | | | | | |
| 101 | 141 | \$ | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|-------------|--|-------------------|-----------|-------------------|--------|----|----|----|-----|----|-----|-----|----|--|--|-------------------|--|
| 0004 | <p>PROGRAM YEAR: 1 NOUN: SENSOR ASSEMBLY</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>141</td> <td>\$</td> </tr> </tbody> </table> <p>THE ESTIMATED QUANTITY FOR PROGRAM YEAR 1 IS 41 EACH; HOWEVER, OFFEROR IS REQUIRED TO PROVIDE PRICING ON EACH QUANTITY RANGE COVERING A TOTAL QUANTITY OF 141. THIS IS THE MAXIMUM QUANTITY FOR THIS NSN WHICH MAY BE PROCURED DURING THE LIFE OF THE CONTRACT.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 13281211 REVISION: E</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SPI NUMBER AL12717225 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>REQUIRED DELIVERY FOR CLIN 0003AA IS 100 DAYS AFTER ISSUANCE OF DELIVERY ORDER.</p> <p style="text-align: center;">(End of narrative F001)</p> <p>NSN: 1440-01-271-7225 FSCM: 18876 PART NR: 13281211 SECURITY CLASS: Unclassified</p> | <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | 1 | 50 | \$ | 51 | 100 | \$ | 101 | 141 | \$ | | | See Range Pricing | |
| <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | | | | | | | | | | | | | | | |
| 1 | 50 | \$ | | | | | | | | | | | | | | | |
| 51 | 100 | \$ | | | | | | | | | | | | | | | |
| 101 | 141 | \$ | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|-------------|---|-------------------|-----------|-------------------|--------|----|----|----|-----|----|-----|-----|----|--|----|-------------------|----------|
| 0004AA | <p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 2 NOUN: SENSOR ASSEMBLY</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>141</td> <td>\$</td> </tr> </tbody> </table> <p>THE ESTIMATED QUANTITY FOR PROGRAM YEAR 2 IS 50 EACH; HOWEVER, OFFEROR IS REQUIRED TO PROVIDE PRICING ON EACH QUANTITY RANGE COVERING A TOTAL QUANTITY OF 141. THIS IS THE MAXIMUM QUANTITY FOR THIS NSN WHICH MAY BE PROCURED DURING THE LIFE OF THE CONTRACT.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>* NOTE: IF THIS IS THE FIRST DELIVERY ORDER ISSUED AGAINST THIS CONTRACT FOR THIS NSN, THEN 1 EACH CONTRACTOR TESTED FIRST ARTICLE WILL BE REQUIRED. IN THAT CASE, THE INSPECTION, ACCEPTANCE, FOB POINT, AND DELIVERY WILL BE IN ACCORDANCE WITH THAT STATED FOR CLIN 0001AA IN LIEU OF THAT STATED BELOW.</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 13281211 REVISION: E</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SPI NUMBER AL12717225 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>REQUIRED DELIVERY FOR CLIN 0004AA IS 100 DAYS AFTER ISSUANCE OF DELIVERY ORDER.</p> <p style="text-align: center;">(End of narrative F001)</p> | <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | 1 | 50 | \$ | 51 | 100 | \$ | 101 | 141 | \$ | | EA | See Range Pricing | \$ _____ |
| <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | | | | | | | | | | | | | | | |
| 1 | 50 | \$ | | | | | | | | | | | | | | | |
| 51 | 100 | \$ | | | | | | | | | | | | | | | |
| 101 | 141 | \$ | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|-------------|--|-------------------|-----------|-------------------|--------|----|----|----|-----|----|-----|-----|----|--|----|-------------------|----------|
| 0005 | NSN: 1440-01-271-7225 FSCM: 18876 PART NR: 13281211 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | |
| 0005AA | <p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 3 NOUN: SENSOR ASSEMBLY</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>141</td> <td>\$</td> </tr> </tbody> </table> <p>THE ESTIMATED QUANTITY FOR PROGRAM YEAR 3 IS 50 EACH; HOWEVER, OFFEROR IS REQUIRED TO PROVIDE PRICING ON EACH QUANTITY RANGE COVERING A TOTAL QUANTITY OF 141. THIS IS THE MAXIMUM QUANTITY FOR THIS NSN WHICH MAY BE PROCURED DURING THE LIFE OF THE CONTRACT.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>* NOTE: IF THIS IS THE FIRST DELIVERY ORDER ISSUED AGAINST THIS CONTRACT FOR THIS NSN, THEN 1 EACH CONTRACTOR TESTED FIRST ARTICLE WILL BE REQUIRED. IN THAT CASE, THE INSPECTION, ACCEPTANCE, FOB POINT, AND DELIVERY WILL BE IN ACCORDANCE WITH THAT STATED FOR CLIN 0001AA IN LIEU OF THAT STATED BELOW.</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 13281211 REVISION: E</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SPI NUMBER AL12717225 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u></p> | <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | 1 | 50 | \$ | 51 | 100 | \$ | 101 | 141 | \$ | | EA | See Range Pricing | \$ _____ |
| <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | | | | | | | | | | | | | | | |
| 1 | 50 | \$ | | | | | | | | | | | | | | | |
| 51 | 100 | \$ | | | | | | | | | | | | | | | |
| 101 | 141 | \$ | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>REQUIRED DELIVERY FOR CLIN 0005AA IS 100 DAYS AFTER ISSUANCE OF DELIVERY ORDER.</p> <p>(End of narrative F001)</p> | | | | |

| | | |
|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W31P4Q-04-R-0151 MOD/AMD | Page 9 of 44 |
|---------------------------|--|----------------------------|

Name of Offeror or Contractor:

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|---|-------------|
| B-1 52.209-4710 | PRODUCTION QUANTITY WITH FIRST ARTICLE - CONTRACTOR TESTING (USAAMCOM) | JUN/1997 |

A first article is required but is not being procured as a separate CLIN. CLIN 0001 includes one (1) each first article and contractor testing of the first article, in accordance with FIRST ARTICLE APPROVAL - CONTRACTOR TESTING, FAR 52.209-3 (ALTERNATE I). The first article, when accepted, will become part of the production quantity. See the first article approval clause for the first article test report delivery schedule.

Since the First Article, after acceptance, will be used as part of the production units, it shall not be subjected to environmental testing unless such testing is specifically identified on the documentation as acceptance testing that must be performed on all production units. First Article inspection, at a minimum, shall include evaluation of processes, material, any related certification, surface finish, dimensional and functional requirements of the contract, applicable specifications and drawings.

(End of Clause)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

| | | |
|-----|---|----------|
| C-1 | 52.209-4716 ELECTRONIC FABRICATION: REQUIREMENTS FOR SOLDERED ELECTRICAL AND ELECTRONIC ASSEMBLIES (USAAMCOM) | JUN/1997 |
|-----|---|----------|

Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3.

The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder.

A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 2215 Sanders Road, Northbrook, IL, 60062-6135, telephone number (847) 509-9700, fax number (847) 509-9798.

(End of Clause)

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

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PIIN/SIIN W31P4Q-04-R-0151

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

| | | | |
|-----|-------------|--|----------|
| D-1 | 52.247-4704 | POINT OF PACKAGING, PACKING AND MARKING (USAAMCOM) | JUN/1997 |
|-----|-------------|--|----------|

Packaging, packing and marking of the item(s) will be performed at the following location (If different from the address listed on page 1 of this document):

(End of clause)

| | | | |
|-----|-------------|---|----------|
| D-2 | 52.208-4700 | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUN/1997 |
|-----|-------------|---|----------|

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)

| | | | |
|-----|-------------|------------------------------|----------|
| D-3 | 52.247-4700 | BAR CODE MARKINGS (USAAMCOM) | JUN/2003 |
|-----|-------------|------------------------------|----------|

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

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

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PIIN/SIIN W31P4Q-04-R-0151

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| E-4 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999 |

* Insert ISO 9003 OR EQUIVALENT in the blank in the above referenced clause.

E-5 52.209-4704 DUPLICATE FIRST ARTICLES (USAAMCOM) JUN/1997

a. The Government reserves the right to delete, within sixty (60) days from contract award and without cost to the Government, the contractual requirement for the first article(s) identified in the schedule from a contractor who has received a previous contract with a first article requirement for the same or similar item, provided that the contractor receiving the previous award has received approval and acceptance of the first article(s) from the Government.

In the event the Government elects to delete the first article(s) as herein permitted, the contract price shall be the price bid for production units without the first article and the delivery schedule shall be as set forth in the contract for delivery of units without the first article(s), extended on a day-to-day basis, from the date of award until notification of first article deletion is made.

b. To eliminate unnecessary additional costs, the contractor receiving an award which includes the requirement for an additional first article as discussed above, shall not incur any cost in connection with satisfaction of the requirement for the first article. Instead, he shall immediately notify the contracting officer and await written instructions to either delete the additional first article requirement or to proceed with manufacture of the additional first article(s).

(End of clause)

E-6 52.246-4706 REQUIREMENT FOR PREPARATION OF DD FORM 250 (USAAMCOM) FEB/1997

Material Inspection and Receiving Reports (DD Form 250) will be prepared and distributed in accordance with DFARS 252.246-7000 and DFARS Appendix F. Copies for the purchasing office and inventory control manager will be forwarded to the address in the "Issued By" Block on the face of the contract.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-5 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-6 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-7 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-8 | 52.247-4705 | POINT OF MANUFACTURE (USAAMCOM) | JUN/1997 |

Item(s) will be manufactured at the following location (If other than the address set forth on page 1 of this document):

(End of clause)

F-9 52.211-4702 ACCELERATED DELIVERY (USAAMCOM) JUN/1997
Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to the Government.

(End of Clause)

CONTINUATION SHEET

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite _____ Title _____ Date _____

G-1 52.232-4701 CONTRACTOR'S REMITTANCE ADDRESS (USAAMCOM) JUN/1997

CONTRACTOR'S REMITTANCE ADDRESS IS AS FOLLOWS:

(End of clause)

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

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

| | | | |
|-----|-------------|--|----------|
| H-1 | 52.209-4708 | NOTICE FIRST ARTICLE NOT A MANUFACTURING STANDARD (USAAMCOM) | JUN/1997 |
|-----|-------------|--|----------|

A First Article submitted and subsequently approved under any contract resulting from this solicitation shall not be used as a manufacturing standard. The production quantity shall be produced in accordance with the contract terms, conditions, and specifications contained herein.

(End of Clause)

| | | | |
|-----|-------------|--|----------|
| H-2 | 52.243-4000 | ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS | NOV/2003 |
|-----|-------------|--|----------|

(a) Format: Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared in accordance with the format and requirements specified in the following paragraphs:

(1) Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

(2) Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

(3) Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."

(4) The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I).

(5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (AMSRD-RD Form 527) or Type II RFD (AMSRD-AMR Form 530).

(6) Each ECP, RFD or RFW submitted shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal submitted.

(7) Classification of RFDs/RFWs.

(a) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(b) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an

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item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.

(8) Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

(9) Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

(10) Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

(11) Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

(12) The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

(13) Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount. Proposals that involve aggregate increases or decreases in cost plus applicable profits in excess of \$550,000 will require the submission to the Contracting Officer of an executed Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2.

(14) The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

(15) The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

(b) Submittal: The Contractor shall submit two (2) copies of each proposal to the responsible ACO. One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the Administrative Contracting Officer (ACO), stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the Contracting Officer for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

(c) Distribution:

(1) Electronic Distribution

The preferred method of distribution is via submission through the Internet E-mail System to the Government Contracting Officer. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the Government Contracting Officer. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the Contracting Officer, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the AMSAM forms sent to their facility.

(2) Hard Copy Distribution

For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the Contracting Officer. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

For each VECF that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VECF that is submitted to the Contracting Officer,

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the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECF to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECFs may be obtained from the VEPM.

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

(d) Government Acceptance: Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

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SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| 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, RECISSION, 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 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS | JUL/1995 |
| I-11 | 52.211-5 | DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT MATERIAL REQUIREMENTS | AUG/2000 |
| 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 | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT/1997 |
| I-21 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-22 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-23 | 52.219-16 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN | JAN/1999 |
| I-24 | 52.222-3 | CONVICT LABOR | JUN/2003 |
| I-25 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION | SEP/2000 |
| I-26 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JUN/2004 |
| I-27 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-28 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-29 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-30 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-31 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-32 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-33 | 52.225-13 | RESTRICTION ON CERTAIN FOREIGN PURCHASES | DEC/2003 |
| I-34 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-35 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-36 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | APR/2003 |
| I-37 | 52.230-2 | COST ACCOUNTING STANDARDS | APR/1998 |
| I-38 | 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | APR/1998 |
| I-39 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV/1999 |
| I-40 | 52.232-1 | PAYMENTS | APR/1984 |
| I-41 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-42 | 52.232-11 | EXTRAS | APR/1984 |
| I-43 | 52.232-17 | INTEREST | JUN/1996 |
| I-44 | 52.232-23 | ASSIGNMENT OF CLAIMS | JAN/1986 |
| I-45 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-46 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-47 | 52.233-1 | DISPUTES | JUL/2002 |
| I-48 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-49 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-50 | 52.243-1 | CHANGES - FIXED-PRICE | AUG/1987 |
| I-51 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-52 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-53 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |

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|---|------------------------|--|-------------|
| I-54 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-55 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-56 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |
| I-57 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-58 | 252.204-7004 | CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A | NOV/2003 |
| I-59 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-60 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-61 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| I-62 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-63 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | OCT/1998 |
| I-64 | 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-65 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| I-66 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-67 | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | APR/2003 |
| I-68 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2004 |
| I-69 | 252.225-7013 | DUTY-FREE ENTRY | JAN/2004 |
| I-70 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR03) - ALTERNATE I | APR/2003 |
| I-71 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | MAY/2004 |
| I-72 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-73 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | OCT/2003 |
| I-74 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-75 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004 |
| I-76 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-77 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-78 | 252.249-7002 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION | DEC/1996 |
| I-79 | 52.209-3 | FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 89) - ALTERNATE I | JAN/1997 |
| <p>* Insert ONE in the first blank, CLIN 0001AA in the second blank, and 30 in the third blank in paragraph (a); Insert 145 in the first blank, AMSAM-RD-SE-QE in the second blank, CONTRACT NUMBER TO BE DETERMINED AT TIME OF AWARD in the third blank, CLIN 0001AA in the fourth blank, and 30 in the fifth blank in paragraph (b) within the above referenced clause.</p> | | | |
| I-80 | 52.216-18 | ORDERING | OCT/1995 |
| <p>* Insert BEGINNING OF PROGRAM PERIOD ONE in the first blank and END OF THE LAST PROGRAM PERIOD in the second blank in paragraph (a) within the above referenced clause.</p> | | | |
| I-81 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
| <p>* Insert 1 in the blank in paragraph (a); Insert 141 in the blank in paragraph (b)(1); and Insert N/A in the blank in paragraph (b)(2); Insert 1095 in the blank in paragraph (b)(3); and Insert 30 in the blank in paragraph (d) within the above referenced clause.</p> | | | |
| I-82 | 52.216-21 | REQUIREMENTS | OCT/1995 |
| <p>* Insert DELIVERY OF ALL ORDERS ISSUED ON OR BEFORE THE LAST DAY OF THE PROGRAM YEAR in the blank in paragraph (f) within the above referenced clause.</p> | | | |
| I-83 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |
| <p>*Insert 30 in the blank of paragraph b and 60 in paragraph d.</p> | | | |
| I-84 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JAN/2004 |
| <p>(a) Definitions. As used in this clause -</p> | | | |

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

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"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 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 a 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

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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 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:

-1-

-2-

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number -3- or Contract Data Requirements List Item Number -4-.

(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 JTC1/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.

Name of Offeror or Contractor:

(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.

(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 --

Name of Offeror or Contractor:

(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) 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-85 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA - MODIFICATIONS

(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 15.403-4 on the date of the agreement on price or the date of the 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

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Name of Offeror or Contractor:

(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 in FAR 15.406-2.

(End of Provision)

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.

(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

52.252-2

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

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

Name of Offeror or Contractor:

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

(End of clause)

I-88 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(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 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

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Name of Offeror or Contractor:

(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

(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 |
|---------------------|------------------------|----------|
|---------------------|------------------------|----------|

Name of Offeror or Contractor:

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.

(End of clause)

I-89 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties -

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for -

(i) Noncommercial items; or

(ii) Commercial items that --

(A) 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);

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

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

(End of clause)

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

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:

| SECTION | TITLE |
|---------|--|
| K | Representations, Certifications and Other Statements of Offeror. |
| L | Instructions And Conditions, and Notices to Offerors. |

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Name of Offeror or Contractor:

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

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING 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 -1-.

(2) The small business size standard is -2-.

(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 Phillipines, 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,

Name of Offeror or Contractor:

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ 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 service-disabled 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)

Name of Offeror or Contractor:

(a) Definition. Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

_____ -1- _____

_____ -2- _____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

K-9 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that -

(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);

Name of Offeror or Contractor:

(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-10 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|------------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

K-11 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND DEC/2001
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;

Name of Offeror or Contractor:

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-14 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)

K-15 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)

K-16 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.

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Name of Offeror or Contractor:

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.

(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

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Name of Offeror or Contractor:

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.

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-17 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

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the following information with the offer:

CONTRACT NUMBER

PART NUMBER/DATE OR REVISION

DATE FIRST ARTICLE APPROVED

(End of Provision)_____

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-2 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-3 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN/2003 |
| L-4 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

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|-----|----------|--------------------|----------|
| L-5 | 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 acknowledgement of receipt from U.S. ARMY AVIATION AND MISSILE COMMAND, ATTN: AMSAM-AC-LS-MB/BARBARA WEIHS, REDSTONE ARSENAL, AL 35898-5280.

(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)

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| L-6 | 252.211-7001 | AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS | DEC/1991 |
|-----|--------------|---|----------|

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Commander,
U.S. ARMY AVIATION & MISSILE COMMAND
ATTN: VALORIE RITCHEY
Redstone Arsenal, AL 35898-5280.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document.

(End of provision)

| | | | |
|-----|-------------|--|----------|
| L-7 | 52.215-4712 | SUBMISSION OF REQUEST FOR PROPOSALS/OR BIDS (USAAMCOM) | JUN/1997 |
|-----|-------------|--|----------|

(a) The following wording shall be placed in a conspicuous location on the outside of all packages or envelopes containing proposals/bids in response to Request For Proposals/or Bids:

RFP/IFB W31P4Q-04-R-0151
DO NOT OPEN IN MAIL ROOM
DELIVER UNOPENED TO: AMSAM-AC-LS-MB, VALORIE RITCHEY, BLDG. 5303, 2ND FLOOR

(b) Questions on technical and contractual matters or information relating to this RFP/IFB will be submitted in writing to the address in the "Issued by" block on the face of this document.

(End of Provision)

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| L-8 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE | DEC/2003 |
|-----|----------|---|----------|

Name of Offeror or Contractor:

ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,
DOD 5010.12L

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-9 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA

(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.

(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.

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(End of Provision)

L-10 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-11 52.209-4700 AWARD INFORMATION WHEN CONTRACTOR TESTING OF FIRST ARTICLE IS REQUIRED (USAAMCOM) JUN/1997

The Government reserves the right to award the production quantity which includes the first article, or if the requirement for the first article is waived by the Government, to award the production quantity only. Space is provided and a contract line item number is assigned for the purpose of proposing/bidding a price for the production quantity without a first article. Offerors who fail to propose/bid prices for both items ((1) production quantity with first article, and (2) production quantity without first article) may cause their offer to be considered nonresponsive. This applies to each National Stock Numbered/Army Part Numbered contract line item included in this solicitation. NOTE: FIRST ARTICLE COSTS WILL NOT BE SEPARATELY STATED OR THE OFFER MAY BE REJECTED.

(End of Provision)

L-12 52.209-4706 FIRST ARTICLE INFORMATION - PREVIOUS SUBMISSION (USAAMCOM) JUN/1997

Provisions for furnishing information relative to previous submission of the first article are in Section 'K'.

(End of Provision)

L-13 52.215-4700 NOTICE: SPECIFICATION INFORMATION (USAAMCOM) AUG/2001

The supplies or services described in the schedule shall be furnished in strict accordance with the specifications, drawings and requirements herein recited or referred to, all of which are incorporated herein and/or made a part hereof by reference.

For the purpose of purchasing or subcontracting as a result of this solicitation, both the offeror and the Government acknowledge that source notes on drawings, other than controlled source drawings, are for the convenience of a procuring activity. Such notes are not to be construed as restricting the source of procurement. Source information provided for the convenience of the procuring activity may include an advisory contractor part number that is not Government controlled and does not normally reflect a part equivalent to the Army Part Number (APN). Offerors must order and deliver against the APN requirements rather than contractor part numbers.

Where no Army part numbers are listed in the item description contained in the schedule and the items to be furnished are described only by manufacturer's part number or numbers, and if offeror proposes to furnish a revised or replacement part which differs in any respect from the item or items bearing the part number or numbers set forth in the schedule, offeror shall describe such differences. Offeror certifies that the item or items proposed to be furnished are interchangeable in all respects and for all purposes, with the item or items bearing the part numbers listed in the schedule.

In reviewing the drawings and specifications associated with this contract, each offeror is specifically cautioned that some of the

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component drawings may be identified as 'selected item drawings.' The general definition of a selected item drawing is contained in ASME Y14.100 titled Engineering Drawing Practices. It is noted that a selected item is a peculiar item in one or more characteristics and its use as specified in the technical data package is mandatory.

For selected items, i.e., those that require special screening and inspection for acceptance, it is recommended that this requirement be accomplished by the selected item manufacturer. The offeror must indicate below the point of special screening and inspection for acceptance.

Temperature cycle, stabilization bake, radiographic inspection, burn-in, electrical tests and other processing details required by the selected item drawing and related documentation are mandatory and cannot be waived, modified, changed or otherwise altered without prior approval of the Contracting Officer.

Other versions of Military High Reliability parts (e.g. JAN-TX, etc.) are not acceptable substitutes for Selected Items.

(End of Provision)

L-14 52.233-4703 AMC-LEVEL PROTEST PROGRAM (USAAMCOM) MAY/2004

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, 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 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:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

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

(End of Provision)

Name of Offeror or Contractor:

L-15 52.244-4701 NOTICE OF SUBCONTRACTING RESOURCES (USAAMCOM) AUG/2001

The U.S. Army Aviation and Missile Command (AMCOM) is particularly concerned about the small business subcontracting opportunities being made available through our prime contractors. To assist in meeting and/or exceeding your small business subcontracting goals, the following sources of information are available to help identify potential and/or additional suppliers:

a. The AMCOM Small Business Database provides Small Business Capability Summaries and is located at <http://www.redstone.army.mil/sadbu/attach4.html>. The point of contact (POC) is Mr. Randy Drawdy, (256) 876-8034.

b. The Minority and Woman Owned Business Directory, published by the Northeast Alabama Regional Small Business Development Center, identifies company capabilities by Standard Industrial Classification Code. The POC for this directory is Mr. David Taylor, (256) 535-2048, <http://backcharge.uah.edu/NEAR>.

c. The U.S. Small Business Administration's procurement marketing and access network. The network, Pro-Net, is free to prime and other contractor's seeking small business contractors, subcontractors, or partnership opportunities. Pro-Net can be accessed on the Internet at: <http://pro-net.sba.gov>.

(End of Provision)

L-16 52.245-4702 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (USAAMCOM) JUN/1997

a. It is not the desire of the Government to purchase or have purchased for its account any facilities, special tooling and/or special test equipment for use in performance of any contract awarded pursuant to this solicitation.

b. The bidder/offeror is expected to provide all facilities, special tooling, and special test equipment required in the performance of this proposed contract except that existing Government-owned facilities, special tooling and special test equipment (hereinafter described as Government Production and Research Property - FAR 45.301) presently in his possession or in the possession of a proposed subcontractor, which he plans to utilize and which he must identify as required below.

NOTE: FAILURE TO RESPOND TO THE FOLLOWING APPLICABLE PORTIONS OF THIS SPECIAL PROVISION MAY CONSTITUTE BASIS FOR REJECTION OF BID/OFFER AS NONRESPONSIVE.

c. This bid/offer precludes the use of Government production and research property in possession of contractors for which rent is not being paid, or for which rent-free use is not authorized.

d. If proposed use of Government production and research property is subject to existing rental agreement, bidder/offeror will submit with his bid/offer the contract or rental agreement number and name and address of administering contracting officer.

e. If Government production and research property will be used on a rent-free basis the bid/offer must contain, as a minimum, information in response to the following for each line item in the bid/offer:

(1) A list or description of all Government production and research property which the bidder/offeror or his anticipated subcontractors propose to use on a rent-free basis which is already in possession of the bidder/offeror and his subcontractors under other contracts. Descriptions (to include age and/or acquisition cost of each item, as appropriate) shall be included for each category of property set forth in Section M.

(2) For Government production and research property already in possession of the bidder/offeror and his proposed subcontractors, identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property without charge.

(3) The amount of use (in months) of Government production and research property, and, with respect to any such property which will be used concurrently in performance of two or more contracts, the amounts of the respective use in sufficient detail to support the proration required for concurrent use.

(4) Maintenance of Government production and research property shall be performed by the bidder/offeror, and separate funding in support of this proposed procurement shall not be provided.

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