

1. Request No. W31P4Q-04-T-0867	2. Date Issued 2004OCT26	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA2
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5A. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-H REDSTONE ARSENAL AL 35898-5280	6. Deliver by (Date) See Schedule
	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls)  
2003 APR 22 (256) 876-5286  
EMAIL: MARK.FOSDICK@REDSTONE.ARMY.MIL

8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code)  See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2006OCT27	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

NOTE: Additional provisions and representations  are  are not attached.

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
	<b>16. Signer</b>	
	a. Name (Type or Print)	b. Telephone Area Code
	c. Title (Type or Print)	Number

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

WEAPON SYSTEM:HELLFIRE

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 2590-01-126-8594 FSCM: 18876 PART NR: 13010086 SECURITY CLASS: Unclassified				
0001AA	<p><u>QUALITY VERIFICATION</u></p> <p>NOUN: SHOE,LAUNCH-REAR                      PRON: D14C0026D1 PRON AMD: 03                      AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p>UNIT PACK IN THE SCHEDULE TAKES PRECEDENCE OVER THE                      UNIT PACK IN THE SPECIFICATION.</p> <p>(End of narrative D001)</p> <p>PACKAGING REQUIREMENTS SHALL BE IN ACCORDANCE WITH                      THE FOLLOWING MIL-STD-2073-1 CODES:</p> <p style="text-align: right;">QUP ICQ 001 001</p> <p>JI/A JII JIII JIV JV JVI JVII JVIII JIX/A JX JVIIIA                      MP CD PM WM CD CT UC IC PK SM OPI                      10 1 00 00 NA X D3 00 U 00 0</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      002 W31P4Q42780500 W31P0W J 1                      DEL REL CD QUANTITY DEL DATE                      001 95 31-MAR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W31P0W) PR W0H9 HQ USA AVN AND MISLE CMD                      TRANSPORTATION OFFICER BLDG 8022                      COTTONWOOD RD MF RTTC BLDG 4500                      REDSTONE ARSENAL AL 35898-8052</p>	95	EA	\$ _____	\$ _____

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## PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUN/1997
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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)

2	52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
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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)

## INSPECTION AND ACCEPTANCE

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

3	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
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4	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
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5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
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6	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
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7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
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\* Insert INSPECTION SYSTEM EQUIPMENT, ANSI/ASQC/ISO 9003 OR EQUIVALENT in the blank in the above referenced clause.

8	52.209-4717	QUALITY VERIFICATION SAMPLES (USAAMCOM)	AUG/2001
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(a) The Contractor shall deliver 95 units of Lot/Item 0001AA within 90 calendar days from the date of this contract to the Government at US ARMY AVIATION AND MISSILE COMMAND, TRANS OFFICER BLDG 8022, MARK FOR: REDSTONE TECHNICAL TEST CENTER, BLDG 4500, ATTN: CSTE-DTC-RT-ECS, MARK FOR: QV OR FIRST ARTICLE, REDSTONE ARSENAL, AL 35898 for quality verification inspection tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The quality verification sample(s) must meet all the requirements of the technical data package (TDP) and other contractual requirements specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the quality verification sample(s), the Contracting Officer will notify the Contractor, in writing, of the acceptance or rejection of the quality verification sample(s). The notice of acceptance shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of rejection shall cite reasons for the rejection.

(c) If the quality verification sample(s) is rejected, the Contractor, upon Government request, shall submit additional quality verification sample(s) for inspection testing. After each request, the Contractor shall make any necessary changes to meet the requirements of this contract or select another quality verification sample(s) for inspection testing. The Contractor shall furnish any additional quality verification sample(s) to the Government under the terms and conditions and within the time specified by the Government. The Government will act on the quality verification sample(s) within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule and/or for any additional costs to the Government related to these inspection retests.

(d) If the Government does not act within the time specified in paragraph (b) or (c) above, acceptance is not automatically conferred. However, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust the delivery or performance dates, the contract price, or any other contractual term affected by the delay.

(e) The Government reserves the right to reject any lot submitted in which one or more defective units of production are found. The

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Government, at its discretion, may elect to perform a 100 percent screen on a lot and accept only those items that are conforming to all contract requirements. Under no circumstances shall the Government accept or be obligated to accept known defective hardware as a part of any lot.

(End of Clause)

9            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)

**DELIVERIES OR PERFORMANCE**

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

10	52.247-34	F.O.B. DESTINATION	NOV/1991
11	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
12	52.209-4722	QUALITY VERIFICATION SAMPLE DELIVERY REQUIREMENT (USAAMCOM)	JUN/1997

Delivery of the total quantity required herein shall be accomplished in no more than two (2) shipments. Delivery in one (1) shipment is desirable; however, when two (2) shipments are necessary, fifty percent (50%) or more of the total quantity shall be included in the first shipment, and the remaining quantity shall be included in the second shipment.

(End of Clause)

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## SPECIAL CONTRACT REQUIREMENTS

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

13            52.243-4000            ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION,            NOV/2003  
REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, &  
SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS

(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 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

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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 VECP 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 VECP that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECP to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs 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

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writing if a proposal is determined to be unacceptable.

(End of clause)

## CONTRACT CLAUSES

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

14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
16	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
18	52.222-3	CONVICT LABOR	JUN/2003
19	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
20	52.222-26	EQUAL OPPORTUNITY	APR/2002
21	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
22	52.232-1	PAYMENTS	APR/1984
23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
24	52.232-11	EXTRAS	APR/1984
25	52.232-25	PROMPT PAYMENT	OCT/2003
26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
27	52.233-1	DISPUTES	JUL/2002
28	52.233-3	PROTEST AFTER AWARD	AUG/1996
29	52.243-1	CHANGES - FIXED-PRICE	AUG/1987
30	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
31	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
32	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
33	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
34	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
35	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004) - ALTERNATE I	APR/2003
36	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
37	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
38	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
39	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III	MAY/2002
40	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)

41	52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB/1998
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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):

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(End of clause)

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## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

42 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

43 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

(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 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, 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



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(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)

45            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)

**Name of Offeror or Contractor:**

(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.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

\_\_\_\_\_  
(Line Item Number)

\_\_\_\_\_  
(Country of Origin) (if known)

(End of provision)

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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

47      52.211-14      NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (DO RATING)      SEP/1990

48      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](http://www.arnet.gov/far)

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

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MOD/AMD

**Name of Offeror or Contractor:**DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

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

(End of provision)

49

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](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)