

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAL	Page 1 of 74
2. Contract No.	3. Solicitation No. W58RGZ-04-R-0541	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004AUG30	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LM-M REDSTONE ARSENAL AL 35898-5280		Code W58RGZ	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in BLDG 5303, LOBBY until 04:00pm (hour) local time 2004SEP29 (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 PATRICIA FAHEY E-mail address: PAT.FAHEY@REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)876-9118
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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 <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD	Page 2 of 74
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

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

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

(End of Clause)

A-2	52.233-4000	AMC-LEVEL PROTEST PROGRAM	OCT/1996
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

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

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

The AMC-level protest procedures are found at:

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

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

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract pursuant to FAR 52.216-22.</p> <p>The Minimum and Maximum for this contract are stated in terms of dollars rather than as quantities.</p> <p>The Minimum dollar value of this contract is <u>\$791,365.06</u>. The Maximum dollar value of items that may be ordered under this contract over 5 ordering periods is <u>\$13,706,822.84</u>. Subject to availability of funds, the Minimum value will be awarded on the first Delivery Order to be issued simultaneously with award of the Basic Contract.</p> <p>Any quantities ordered will be priced at the Unit Price established for the ordering period in which they are ordered.</p> <p>Ordering period 1 is from date of award to the last day of the 12 month after award.</p> <p>Ordering period 2 is from the 1st day of the 13th month after date of award to the last day of the 24th month after award.</p> <p>Ordering period 3 is from the 1st day of the 25th month after date of award to the last day of the 36th month after award.</p> <p>Ordering period 4 is from the 1st day of the 37th month after date of award to the last day of the 48th month after award.</p> <p>Ordering period 5 is from the 1st day of the 49th month after date of award to the last day of the 60th month after award.</p> <p>The Government is not obligated to award any orders above the minimum dollar value of <u>\$791,365.06</u>.</p> <p>(End of narrative A002)</p>				
0001	<p>NSN: 4920-01-441-6943 FSCM: 22380 PART NR: 25062500-1 SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>OVERHAUL/REPAIR OF FIXTURE, SELF CHECK</u></p> <p>NOUN: FIXTURE, SELF CHECK AH-64A</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>INPUT NSN: 4920-01-441-6943 INPUT P/N: 25062500-1</p> <p>OUTPUT NSN: 4920-01-441-6943 OUTPUT P/N: 25062500-1</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	YEAR	RANGE QUANTITIES	1	1-3 _____ 4 AND ABOVE _____	2	1-3 _____ 4 AND ABOVE _____	3	1-3 _____ 4 AND ABOVE _____	4	1-3 _____ 4 AND ABOVE _____	5	1-3 _____ 4 AND ABOVE _____				
YEAR	RANGE QUANTITIES																
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2	1-3 _____ 4 AND ABOVE _____																
3	1-3 _____ 4 AND ABOVE _____																
4	1-3 _____ 4 AND ABOVE _____																
5	1-3 _____ 4 AND ABOVE _____																
0001AB	<p><u>OVERHAUL/REPAIR OF FIXTURE, SELF CHECK (FMS)</u></p> <p>NOUN: FIXTURE, SELF CHECK - AH-64A</p> <p>INPUT NSN: 4920-01-441-6943 INPUT P/N: 25062500-1</p> <p>OUTPUT NSN: 4920-01-441-6943 OUTPUT P/N: 25062500-1</p>		EA	\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001AC	<p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified on the Delivery Order.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE</td> <td>QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SCRAP, FIXTURE SELF CHECK</u></p> <p>NOUN: FIXTURE, SELF CHECK AH-64A</p> <p>Scrap from CLIN 0001AA and 0001AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications.</p>	YEAR	RANGE	QUANTITIES	1	1-3 _____	4 AND ABOVE _____	2	1-3 _____	4 AND ABOVE _____	3	1-3 _____	4 AND ABOVE _____	4	1-3 _____	4 AND ABOVE _____	5	1-3 _____	4 AND ABOVE _____	AS REQUIRED	EA		\$ _____
YEAR	RANGE	QUANTITIES																					
1	1-3 _____	4 AND ABOVE _____																					
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3	1-3 _____	4 AND ABOVE _____																					
4	1-3 _____	4 AND ABOVE _____																					
5	1-3 _____	4 AND ABOVE _____																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p>Units authorized to be scrapped shall be reflected as an increase to CLIN 0001AC and a decrease to CLIN 0001AA and 0001AB.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0001AC - \$ _____</p> <p>Year 2 CLIN 0001AC - \$ _____</p> <p>Year 3 CLIN 0001AC - \$ _____</p> <p>Year 4 CLIN 0001AC - \$ _____</p> <p>Year 5 CLIN 0001AC - \$ _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>NOUN: FIXTURE, SELF CHECK AH-64A</p> <p>The Contractor shall provide Container, NSN: 8145-00-501-9138, P/N: 13414-110, in accordance with Attachment 001, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unservicable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0001AD _____</p>	AS REQUIRED	EA		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Year 2 CLIN 0001AD _____ Year 3 CLIN 0001AD _____ Year 4 CLIN 0001AD _____ Year 5 CLIN 0001AD _____ THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP) (End of narrative C001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0001AE	<u>CONTRACT DATA REQUIREMENTS LIST A001 - A004</u> A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED) A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY) A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED) A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY) (End of narrative C001) Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A. (FOB POINT: DESTINATION FOR DATA ITEMS ONLY.) (End of narrative C002)		LO	\$ ** NSP **	\$ ** NSP **
0002	NSN: 4920-01-206-5818 FSCM: 22380 PART NR: 2302000				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0002AA	<p>SECURITY CLASS: Unclassified</p> <p><u>OVERHAUL/REPAIR OF COLLIMATOR</u></p> <p>NOUN: COLLIMATOR - AH-64A</p> <p>INPUT NSN: 4920-01-206-5818 INPUT P/N: 2302000</p> <p>OUTPUT NSN: 4920-01-206-5818 OUTPUT P/N: 2302000</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-3 _____ 4 AND ABOVE _____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	YEAR	RANGE QUANTITIES	1	1-3 _____ 4 AND ABOVE _____	2	1-3 _____ 4 AND ABOVE _____	3	1-3 _____ 4 AND ABOVE _____	4	1-3 _____ 4 AND ABOVE _____	5	1-3 _____ 4 AND ABOVE _____		EA	\$ _____	\$ _____
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0002AB	<p><u>OVERHAUL/REPAIR OF COLLIMATOR (FMS)</u></p> <p>NOUN: COLLIMATOR - AH-64A</p>		EA	\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0002AC	<p>INPUT NSN: 4920-01-206-5818 INPUT P/N: 2302000</p> <p>OUTPUT NSN: 4920-01-206-5818 OUTPUT P/N: 230200</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Order.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE</td> <td>QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-3_____</td> <td>4 AND ABOVE_____</td> </tr> <tr> <td>2</td> <td>1-3_____</td> <td>4 AND ABOVE_____</td> </tr> <tr> <td>3</td> <td>1-3_____</td> <td>4 AND ABOVE_____</td> </tr> <tr> <td>4</td> <td>1-3_____</td> <td>4 AND ABOVE_____</td> </tr> <tr> <td>5</td> <td>1-3_____</td> <td>4 AND ABOVE_____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SCRAP - COLLIMATOR</p>	YEAR	RANGE	QUANTITIES	1	1-3_____	4 AND ABOVE_____	2	1-3_____	4 AND ABOVE_____	3	1-3_____	4 AND ABOVE_____	4	1-3_____	4 AND ABOVE_____	5	1-3_____	4 AND ABOVE_____	AS REQUIRED	EA		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: COLLIMATOR - AH-64A</p> <p>Scrap from CLIN 0002AA and 0002AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications.</p> <p>Units authorized to be scrapped shall be reflected as an increase to CLIN 0002AC and a decrease to CLIN 0002AA and 0002AB.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0002AC - \$ _____</p> <p>Year 2 CLIN 0002AC - \$ _____</p> <p>Year 3 CLIN 0002AC - \$ _____</p> <p>Year 4 CLIN 0002AC - \$ _____</p> <p>Year 5 CLIN 0002AC - \$ _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0002AD	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>NOUN: COLLIMATOR - AH-64A</p> <p>The Contractor shall provide Container, NSN: 8115-01-015-1313, P/N: N/A, in accordance with Attachment 002, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for</p>	AS REQUIRED	EA		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>verification, within 7 working days to the address shown on Data Item A001. Assets received in unservicable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0002AD _____</p> <p>Year 2 CLIN 0002AD _____</p> <p>Year 3 CLIN 0002AD _____</p> <p>Year 4 CLIN 0002AD _____</p> <p>Year 5 CLIN 0002AD _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0002AE	<p><u>CONTRACT DATA REQUIREMENTS LIST A001 - A004</u></p> <p>A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED)</p> <p>A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY)</p> <p>A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED)</p> <p>A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY)</p> <p>(End of narrative C001)</p> <p>Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.</p> <p>(FOB POINT: DESTINATION FOR DATA ITEMS ONLY.)</p> <p>(End of narrative C002)</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>NSN: 4920-01-441-4167 FSCM: 22380 PART NR: 2507017 SECURITY CLASS: Unclassified</p>																												
0003AA	<p><u>OVERHAUL/REPAIR GUN MANDREL</u></p> <p>NOUN: GUN MANDREL AH-64A</p> <p>INPUT NSN: 4920-01-441-4167 INPUT P/N: 2507017</p> <p>OUTPUT NSN: 4920-01-441-4167 OUTPUT P/N: 2507017</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <thead> <tr> <th>YEAR</th> <th colspan="3">RANGE QUANTITIES</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-3 _____</td> <td>4-6 _____</td> <td>7 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-3 _____</td> <td>4-6 _____</td> <td>7 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-3 _____</td> <td>4-6 _____</td> <td>7 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-3 _____</td> <td>4-6 _____</td> <td>7 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-3 _____</td> <td>4-6 _____</td> <td>7 AND ABOVE _____</td> </tr> </tbody> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J PACKAGING REQUIREMENTS</p>	YEAR	RANGE QUANTITIES			1	1-3 _____	4-6 _____	7 AND ABOVE _____	2	1-3 _____	4-6 _____	7 AND ABOVE _____	3	1-3 _____	4-6 _____	7 AND ABOVE _____	4	1-3 _____	4-6 _____	7 AND ABOVE _____	5	1-3 _____	4-6 _____	7 AND ABOVE _____		EA	\$ _____	\$ _____
YEAR	RANGE QUANTITIES																												
1	1-3 _____	4-6 _____	7 AND ABOVE _____																										
2	1-3 _____	4-6 _____	7 AND ABOVE _____																										
3	1-3 _____	4-6 _____	7 AND ABOVE _____																										
4	1-3 _____	4-6 _____	7 AND ABOVE _____																										
5	1-3 _____	4-6 _____	7 AND ABOVE _____																										

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0003AB	<p>LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>OVERHAUL/REPAIR GUN MANDREL (FMS)</u></p> <p>NOUN: GUN MANDREL AH-64A</p> <p>INPUT NSN: 4920-01-441-4167 INPUT P/N: 2507017</p> <p>OUTPUT NSN: 4920-01-441-4167 OUTPUT P/N: 2507017</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Order.</p> <p>Proposed range quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE</td> <td>QUANTITIES_</td> </tr> <tr> <td>1</td> <td>1-4_____</td> <td>5 AND ABOVE_____</td> </tr> <tr> <td>2</td> <td>1-4_____</td> <td>5 AND ABOVE_____</td> </tr> <tr> <td>3</td> <td>1-4_____</td> <td>5 AND ABOVE_____</td> </tr> <tr> <td>4</td> <td>1-4_____</td> <td>5 AND ABOVE_____</td> </tr> <tr> <td>5</td> <td>1-4_____</td> <td>5 AND ABOVE_____</td> </tr> </table> <p>(End of narrative C001)</p>	YEAR	RANGE	QUANTITIES_	1	1-4_____	5 AND ABOVE_____	2	1-4_____	5 AND ABOVE_____	3	1-4_____	5 AND ABOVE_____	4	1-4_____	5 AND ABOVE_____	5	1-4_____	5 AND ABOVE_____		EA	\$ _____	\$ _____
YEAR	RANGE	QUANTITIES_																					
1	1-4_____	5 AND ABOVE_____																					
2	1-4_____	5 AND ABOVE_____																					
3	1-4_____	5 AND ABOVE_____																					
4	1-4_____	5 AND ABOVE_____																					
5	1-4_____	5 AND ABOVE_____																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SCRAP - GUN MANDREL</u></p> <p>NOUN: GUN MANDREL AH-64A</p> <p>Scrap from CLIN 0003AA and 0003AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications.</p> <p>Units authorized to be scrapped shall be reflected as an increase to CLIN 0003AC and a decrease to CLIN 0003AA and 0003AB.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0003AC - \$ _____</p> <p>Year 2 CLIN 0003AC - \$ _____</p> <p>Year 3 CLIN 0003AC - \$ _____</p> <p>Year 4 CLIN 0003AC - \$ _____</p> <p>Year 5 CLIN 0003AC - \$ _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	AS REQUIRED	EA		\$ _____
0003AD	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>NOUN: GUN MANDREL AH-64A</p> <p>The Contractor shall provide Container, NSN: 8145-00-501-9138, P/N: 13414-110, in</p>	AS REQUIRED	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>accordance with Attachment 003, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unserviceable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit prices for all 5 years:</p> <p>Year 1 CLIN 0003AD _____</p> <p>Year 2 CLIN 0003AD _____</p> <p>Year 3 CLIN 0003AD _____</p> <p>Year 4 CLIN 0003AD _____</p> <p>Year 5 CLIN 0003AD _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0003AE	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED)</p> <p>A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY)</p> <p>A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED)</p> <p>A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY)</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>(End of narrative C001)</p> <p>Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.</p> <p>(FOB POINT: DESTINATION FOR DATA ITEMS ONLY.)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>																			
0004	<p>NSN: 7025-01-439-6421 FSCM: 22380 PART NR: 2504200-1 SECURITY CLASS: Unclassified</p>																			
0004AA	<p><u>OVERHAUL/REPAIR OF CONTROL DISPLAY UNIT</u></p> <p>NOUN: CONTROL DISPLAY UNIT AH-64A</p> <p>INPUT NSN: 7025-01-439-6421 INPUT P/N: 2504200-1</p> <p>OUTPUT NSN: 7025-01-439-6421 OUTPUT P/N: 2504200-1</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <thead> <tr> <th>YEAR</th> <th colspan="2">RANGE QUANTITIES</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-3 _____</td> <td>4 AND ABOVE _____</td> </tr> </tbody> </table>	YEAR	RANGE QUANTITIES		1	1-3 _____	4 AND ABOVE _____	2	1-3 _____	4 AND ABOVE _____	3	1-3 _____	4 AND ABOVE _____	4	1-3 _____	4 AND ABOVE _____		EA	\$ _____	\$ _____
YEAR	RANGE QUANTITIES																			
1	1-3 _____	4 AND ABOVE _____																		
2	1-3 _____	4 AND ABOVE _____																		
3	1-3 _____	4 AND ABOVE _____																		
4	1-3 _____	4 AND ABOVE _____																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p>5 1-3_____ 4 AND ABOVE_____</p> <p>(End of narrative C002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>CONTROL DISPLAY UNIT (FMS)</u></p> <p>NOUN: CONTROL DISPLAY UNIT AH-64A</p> <p>INPUT NSN: 7025-01-439-6421 INPUT P/N: 2504200-1</p> <p>OUTPUT NSN: 7025-01-439-6421 OUTPUT P/N: 2504200-1</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Order.</p> <p>Proposed Range Quantities for all 5 years:</p> <p>YEAR RANGE QUANTITIES</p> <p>1 1-3_____ 4 AND ABOVE_____</p> <p>2 1-3_____ 4 AND ABOVE_____</p> <p>3 1-3_____ 4 AND ABOVE_____</p> <p>4 1-3_____ 4 AND ABOVE_____</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	5 1-3_____ 4 AND ABOVE_____ (End of narrative C001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
0004AC	<u>SCRAP CONTROL DISPLAY UNIT</u> NOUN: CONTROL DISPLAY UNIT AH-64A Scrap from CLIN 0004AA and 0004AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications. Units authorized to be scrapped shall be reflected as an increase to CLIN 0004AC and a decrease to CLIN 0004AA and 0004AB. Proposed unit price for all 5 years: Year 1 CLIN 0004AC - \$_____ Year 2 CLIN 0004AC - \$_____ Year 3 CLIN 0004AC - \$_____ Year 4 CLIN 0004AC - \$_____ Year 5 CLIN 0004AC - \$_____ THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP) (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	AS REQUIRED	EA		\$ _____
0004AD	<u>CONTRACTOR FURNISHED CONTAINERS</u>	AS REQUIRED	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: CONTROL DISPLAY UNIT AH-64A</p> <p>The Contractor shall provide Containers in accordance with Attachment 004, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unservicable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0004AD _____</p> <p>Year 2 CLIN 0004AD _____</p> <p>Year 3 CLIN 0004AD _____</p> <p>Year 4 CLIN 0004AD _____</p> <p>Year 5 CLIN 0004AD _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p style="text-align: center;">(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0004AE	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED)</p> <p>A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY)</p>		LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED)</p> <p>A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY)</p> <p>(End of narrative C001)</p> <p>Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.</p> <p>(FOB POINT: DESTINATION FOR DATA ITEMS ONLY.)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
0005	<p>NSN: 1265-01-441-4164 FSCM: 22380 PART NR: 2501200 SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>OVERHAUL/REPAIR OF TRANSMITTER ASSEMBLY</u></p> <p>NOUN: TRANSMITTER ASSEMBLY AH-64A</p> <p>INPUT NSN: 1265-01-441-4164 INPUT P/N: 2501200</p> <p>OUTPUT NSN: 1265-01-441-4164 OUTPUT P/N: 2501200</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <p>YEAR RANGE QUANTITIES</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1 1-4 _____ 5 AND ABOVE _____ 2 1-4 _____ 5 AND ABOVE _____ 3 1-4 _____ 5 AND ABOVE _____ 4 1-4 _____ 5 AND ABOVE _____ 5 1-4 _____ 5 AND ABOVE _____				
	(End of narrative C001)				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
0005AB	<u>TRANSMITTER ASSEMBLY (FMS)</u> NOUN: TRANSMITTER ASSEMBLY AH-64A INPUT NSN: 1265-01-441-4164 INPUT P/N: 2501200 OUTPUT NSN: 1265-01-441-4164 OUTPUT P/N: 2501200 Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications. This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition. This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Order. Proposed Range Quantities for all 5 years: YEAR RANGE QUANTITIES		EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1 1-3_____ 4 AND ABOVE _____ 2 1-3_____ 4 AND ABOVE _____ 3 1-3_____ 4 AND ABOVE _____ 4 1-3_____ 4 AND ABOVE _____ 5 1-3_____ 4 AND ABOVE _____				
	(End of narrative C001)				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
0005AC	<u>SCRAP</u> NOUN: TRANSMITTER ASSEMBLY AH-64A Scrap from CLIN 0005AA and 0005AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications. Units authorized to be scrapped shall be reflected as an increase to CLIN 0005AC and a decrease to CLIN 0005AA and 0005AB. Proposed unit price for all 5 years: Year 1 CLIN 0005AC - \$_____ Year 2 CLIN 0005AC - \$_____ Year 3 CLIN 0005AC - \$_____ Year 4 CLIN 0005AC - \$_____ Year 5 CLIN 0005AC - \$_____ THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)	AS REQUIRED	EA		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	<p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>NOUN: TRANSMITTER ASSEMBLY AH-64A</p> <p>The Contractor shall provide Container, NSN: 8145-00-501-9138, P/N: 13414-110, in accordance with Attachment 005, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unservicable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit price for all 5 years:</p> <p>Year 1 CLIN 0005AD _____</p> <p>Year 2 CLIN 0005AD _____</p> <p>Year 3 CLIN 0005AD _____</p> <p>Year 4 CLIN 0005AD _____</p> <p>Year 5 CLIN 0005AD _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	AS REQUIRED	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED)</p> <p>A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY)</p> <p>A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED)</p> <p>A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY)</p> <p>(End of narrative C001)</p> <p>Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.</p> <p>(FOB POINT: DESTINATION FOR DATA ITEMS ONLY.)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0006	<p>NSN: 4920-01-329-6825 FSCM: 22380 PART NR: 2327000 SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>OVERHAUL/REPAIR OF AIR DATA SENSOR ALIGN KIT</u></p> <p>NOUN: AIR DATA SENSOR ALIGN KIT</p> <p>INPUT NSN: 4920-01-329-6825 INPUT P/N: 2327000</p> <p>OUTPUT NSN: 4920-01-329-6825 OUTPUT P/N: 2327000</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p><u>Proposed range quantities for all 5 years:</u></p> <p>YEAR RANGE QUANTITIES</p> <p>1 1-9 _____ 10 AND ABOVE _____</p> <p>2 1-10 _____ 11-20 _____</p> <p> 21 AND ABOVE _____</p> <p>3 1-10 _____ 11-20 _____</p> <p> 21-30 _____ 31 AND ABOVE _____</p> <p>4 1-10 _____ 11-20 _____</p> <p> 21-30 _____ 31 AND ABOVE _____</p> <p>5 1-10 _____ 11-20 _____</p> <p> 21-30 _____ 31 AND ABOVE _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0006AB	<p><u>OVERHAUL AIR DATA SENSOR ALIGN KIT (FMS)</u></p> <p>NOUN: AIR DATA SENSOR ALIGN KIT</p> <p>INPUT NSN: 4920-01-329-6825 INPUT P/N: 2327000</p> <p>OUTPUT NSN: 4920-01-329-6825</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>OUTPUT P/N: 232700</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Order.</p> <p>Proposed range quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE</td> <td>QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-5 _____</td> <td>6 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-5 _____</td> <td>6 AND ABOVE _____</td> </tr> <tr> <td>3</td> <td>1-5 _____</td> <td>6 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-5 _____</td> <td>6 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-5 _____</td> <td>6 AND ABOVE _____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	YEAR	RANGE	QUANTITIES	1	1-5 _____	6 AND ABOVE _____	2	1-5 _____	6 AND ABOVE _____	3	1-5 _____	6 AND ABOVE _____	4	1-5 _____	6 AND ABOVE _____	5	1-5 _____	6 AND ABOVE _____				
YEAR	RANGE	QUANTITIES																					
1	1-5 _____	6 AND ABOVE _____																					
2	1-5 _____	6 AND ABOVE _____																					
3	1-5 _____	6 AND ABOVE _____																					
4	1-5 _____	6 AND ABOVE _____																					
5	1-5 _____	6 AND ABOVE _____																					
0006AC	<p><u>SCRAP - AIR DATA SENSOR ALIGN KIT</u></p> <p>NOUN: AIR DATA SENSOR ALIGN KIT</p> <p>Scrap from CLIN 0006AA and 0006AB shall be in accordance with Section C, Statement of</p>	AS REQUIRED	EA		\$ _____																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Work/Specifications - Government Specifications.</p> <p>Units authorized to be scrapped shall be reflected as an increase to CLIN 0006AC and a decrease to CLIN 0006AA and 0006AB.</p> <p>Proposed unit prices for all 5 years:</p> <p>Year 1 CLIN 0006AC - \$_____</p> <p>Year 2 CLIN 0006AC - \$_____</p> <p>Year 3 CLIN 0006AC - \$_____</p> <p>Year 4 CLIN 0006AC - \$_____</p> <p>Year 5 CLIN 0006AC - \$_____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0006AD	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>NOUN: AIR DATA SENSOR ALIGN KIT</p> <p>The Contractor shall provide Containers in accordance with Attachment 006, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unserviceable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit prices for all 5 years:</p>	AS REQUIRED	EA		\$_____

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
	Year 1 CLIN 0006AD _____ Year 2 CLIN 0006AD _____ Year 3 CLIN 0006AD _____ Year 4 CLIN 0006AD _____ Year 5 CLIN 0006AD _____ THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP) (End of narrative C002) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0006AE	<u>CONTRACT DATA REQUIREMENTS LIST</u> A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED) A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY) A003 - DI-QCIC-80736 Quality Deficiency Report (AS REQUIRED) A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY) (End of narrative C001) Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A. (FOB POINT: DESTINATION FOR DATA ITEMS ONLY.) (End of narrative C002) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		LO	\$ ** NSP **	\$ ** NSP **
0007	NSN: 4920-01-412-4978				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0007AA	<p>FSCM: 22380 PART NR: 2300000-22 SECURITY CLASS: Unclassified</p> <p><u>OVERHAUL CAPTIVE BORESIGHT HARMON KIT</u></p> <p>NOUN: CAPTIVE BORESIGHT HARMON KIT</p> <p>INPUT NSN: 4920-01-412-4978 INPUT P/N: 2300000-22</p> <p>OUTPUT NSN: 4920-01-412-4978 OUTPUT P/N: 2300000-22</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP)CLIN includes teardown, initial inspection, analysis and overhaul to include all labor charges, parts and materials necessary to return the unit to a serviceable condition.</p> <p>Proposed Range Quantities for all 5 years:</p> <table border="0"> <tr> <td>YEAR</td> <td>RANGE</td> <td>QUANTITIES</td> </tr> <tr> <td>1</td> <td>1-10 _____</td> <td>11 AND ABOVE _____</td> </tr> <tr> <td>2</td> <td>1-10 _____</td> <td>11-20 _____</td> </tr> <tr> <td></td> <td>21-30 _____</td> <td>31-40 _____</td> </tr> <tr> <td></td> <td>41 AND ABOVE _____</td> <td></td> </tr> <tr> <td>3</td> <td>1-18 _____</td> <td>19-36 _____</td> </tr> <tr> <td></td> <td>37-54 _____</td> <td>55 AND ABOVE _____</td> </tr> <tr> <td>4</td> <td>1-18 _____</td> <td>19-36 _____</td> </tr> <tr> <td></td> <td>37-54 _____</td> <td>55 AND ABOVE _____</td> </tr> <tr> <td>5</td> <td>1-18 _____</td> <td>19-36 _____</td> </tr> <tr> <td></td> <td>37-54 _____</td> <td>55 AND ABOVE _____</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p>	YEAR	RANGE	QUANTITIES	1	1-10 _____	11 AND ABOVE _____	2	1-10 _____	11-20 _____		21-30 _____	31-40 _____		41 AND ABOVE _____		3	1-18 _____	19-36 _____		37-54 _____	55 AND ABOVE _____	4	1-18 _____	19-36 _____		37-54 _____	55 AND ABOVE _____	5	1-18 _____	19-36 _____		37-54 _____	55 AND ABOVE _____		EA	\$ _____	\$ _____
YEAR	RANGE	QUANTITIES																																				
1	1-10 _____	11 AND ABOVE _____																																				
2	1-10 _____	11-20 _____																																				
	21-30 _____	31-40 _____																																				
	41 AND ABOVE _____																																					
3	1-18 _____	19-36 _____																																				
	37-54 _____	55 AND ABOVE _____																																				
4	1-18 _____	19-36 _____																																				
	37-54 _____	55 AND ABOVE _____																																				
5	1-18 _____	19-36 _____																																				
	37-54 _____	55 AND ABOVE _____																																				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	<p>PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>OVERHAUL CAPTIVE BORESIGHT HARMON KIT (FMS)</u></p> <p>NOUN: CAPTIVE BORESIGHT HARMON KIT</p> <p>INPUT NSN: 4920-01-412-4978 INPUT P/N: 2300000-22</p> <p>OUTPUT NSN: 4920-01-412-4978 OUTPUT P/N: 2300000-22</p> <p>Overhaul in accordance with the clauses in Section C, Statement of Work/Specifications-- Government Specifications.</p> <p>This Firm Fixed Unit Price (FFUP) CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. The FMS customer and geographical locations for deliveries, inspection and acceptance points, which are unknown at this time, will be identified in the Delivery Oder.</p> <p>Proposed range quantities for all 5 years:</p> <p>YEAR RANGE QUANTITIES</p> <p>1 1-7_____ 8 AND ABOVE_____</p> <p>2 1-7_____ 8 AND ABOVE_____</p> <p>3 1-7_____ 8 AND ABOVE_____</p> <p>4 1-7_____ 8 AND ABOVE_____</p> <p>5 1-7_____ 8 AND ABOVE_____</p> <p>(End of narrative C001)</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SCRAP - CAPTIVE BORESIGHT HARMON KIT</u></p> <p>NOUN: CAPTIVE BORESIGHT HARMON KIT</p> <p>Scrap from CLIN 0007AA and 0007AB shall be in accordance with Section C, Statement of Work/Specifications - Government Specifications.</p> <p>Units authorized to be scrapped shall be reflected as an increase to CLIN 0007AC and a decrease to CLIN 0007AA and 0007AB.</p> <p>The Government reserves the right to replace any items scrapped by input of additional assets and said scrap quantity shall not count as part of the total Maximum Quantity.</p> <p>Proposed unit prices for all 5 years:</p> <p>Year 1 CLIN 0007AC - \$ _____</p> <p>Year 2 CLIN 0007AC - \$ _____</p> <p>Year 3 CLIN 0007AC - \$ _____</p> <p>Year 4 CLIN 0007AC - \$ _____</p> <p>Year 5 CLIN 0007AC - \$ _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	AS REQUIRED	EA		\$ _____
0007AD	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p>	AS REQUIRED	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: CAPTIVE BORESIGHT HARMON KIT</p> <p>The Contractor shall provide Containers in accordance with Attachment 007, Packaging Requirement Instructions.</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers. Therefore, the Government Quality Assurance Representative (QAR), shall determine if the Containers are required, and notify the PCO of his findings within 3 working days. The Contractor, IAW Section C, "Statement of Work," shall submit a Report Of Discrepancy (ROD), SF FORM 364, through their Government QAR for verification, within 7 working days to the address shown on Data Item A001. Assets received in unserviceable containers or without a container, require the approval of the PCO to be purchased.</p> <p>Proposed unit prices for all 5 years:</p> <p>Year 1 CLIN 0007AD _____</p> <p>Year 2 CLIN 0007AD _____</p> <p>Year 3 CLIN 0007AD _____</p> <p>Year 4 CLIN 0007AD _____</p> <p>Year 5 CLIN 0007AD _____</p> <p>THIS IS A FIRM FIXED UNIT PRICE CLIN (FFUP)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0007AE	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>A001 - DI-MGMT-80503 Report of Shipping and Packaging Discrepancy (AS REQUIRED)</p> <p>A002 - DI-ALSS-80728A Depot Maintenance Production Report (MONTHLY)</p> <p>A003 - DI-QCIC-80736 Quality Deficiency</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Report (AS REQUIRED)</p> <p>A004 - DI-ILSS-80755 Overhaul Repair Report (QUARTERLY)</p> <p>(End of narrative C001)</p> <p>Deliveries are required per DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.</p> <p>(FOB POINT: DESTINATION FOR DATA ITEMS ONLY.)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.211-4003 STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS (USAAMCOM)	JUL/2001
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a. The Contractor, as an independent Contractor, and not as an agent or employee of the Government, shall furnish all services, facilities, labor, parts, materials, equipment, tools and data necessary to accomplish the inspection and overhaul/repair required to return the items as specified in Section B, to condition code A as defined by Army Regulation 725-50. The input/output configuration shall be as defined in Section B herein. Upon completion of the overhaul/repair, as applicable, the items shall be packaged as defined in Section D of this contract and shipped to the destination(s) specified in Section F.

b. Prior to commencement of overhaul/repair, the Contractor shall disassemble and inspect the item to the extent necessary to determine if the item is physically unrepairable or has suffered abnormal or catastrophic damage. If the latter conditions exist, the Contractor shall notify the Procuring Contracting Officer (PCO) through the cognizant Administrative Contracting Officer (ACO) and shall stop work on the item(s) until given further instructions or disposition of the item(s) by the PCO.

c. In the event the PCO determines that certain items should be scrapped, the contractor shall scrap such items at the fixed unit price in Section B hereof and make disposition in accordance with (IAW) the Contractor's approved Government property procedures. Such scrapped items shall count toward the quantities ordered hereunder.

d. Overhaul/repair shall be accomplished IAW contractor specifications, processes and procedures. The Contractor shall notify the PCO through the cognizant ACO of any change or deviation from the list of specifications, processes and procedures provided by the Contractor with its proposal IAW the clause in Section L entitled, "Identification of Specifications, Processes and Procedures," attached to this contract.

e. Upon receipt of the reparable, containers shall be reviewed for serviceability. Containers shall be considered serviceable unless one or more of the following conditions exist: (1) containers are structurally damaged to include functional damage to the suspension system, cracks or holes to the container hull, hull deformity to the extent the container cannot be closed (or sealed where required), or dents that will interfere with the item envelope; (2) corrosion has progressed to the point where fit, function or the life of the container is affected. Items received without containers or containers determined to be unserviceable shall be processed IAW the Contractor's locally approved Government Property procedures. Components received improperly packaged, damaged with corrosion/deterioration or those with shipping discrepancies shall be reported IAW data item A001, Exhibit A.

f. Any Contractor paint facility which is used in the performance of this contract shall comply with the Environmental Protection Agency and Occupational Safety and Health Administration standards for painting as implemented by TM 55-1500-345-23, Painting and Marking of Army Aircraft.

g. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Exhibit A. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423.

(End of Clause)

C-2	52.247-4004 REUSABLE CONTAINERS (USAAMCOM)	OCT/1992
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a. The container finish is important only to the extent that it provides a suitable surface for marking and provides protection from corrosion.

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

- (1) Cleaning of the container;
- (2) Removal of loose corrosion products;
- (3) Replacement of gaskets, seals, o-rings, air valves, installation hardware, humidity indicators, desiccant;
- (4) Replacement of wooden skids (any available hardwood);
- (5) Preservation of the item;
- (6) Installation of the item;

Name of Offeror or Contractor:

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

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

(9) MIL-STD-129 marking.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 36 of 74****PIIN/SIIN** W58RGZ-04-R-0541**MOD/AMD****Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
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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)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI. The Contractor is required to identify the quality system and provide documentation upon request. If using a comparable system, please specify system: _____

(End of clause)

E-6	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996
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(a) TERMINOLOGY.

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

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

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

(End of clause)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989

F-2	52.211-4010	DELIVERY SCHEDULE (USAAMCOM)	AUG/2001
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(a) The Contractor agrees to accept reparable(s) immediately upon issuance of a contract/delivery order(s). Input of the reparable(s) by the Government and output of the completed items as specified in Section B, shall be accomplished in accordance with the following schedule:

(1) Input by Government:	<u>ITEM NO.</u>	<u>QTY</u>	No. of Days After
			<u>Award of Contract/Order</u>
	0001AA	1	30
	0002AA	1	30
	0003AA	1	30
	0004AA	3	30
	0005AA	1	30
	0006AA	10	90
	0007AA	15	90

(2) Government's Required Output Schedule:

<u>ITEM NO.</u>	<u>QTY</u>	No. of Days After
		<u>Receipt of Reparables</u>
0001AA	1	45
0002AA	1	45
0003AA	1	45
0004AA	1	45
	1	75
	1	105
0005AA	1	45
0006AA	2	45
	2	75
	2	105
	2	135
	2	165
0007AA	3	45
	3	75

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0541 MOD/AMD	Page 40 of 74
Name of Offeror or Contractor:		

(c) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.)

(End of clause)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	MAR/2001
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(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the Purchase Request Order number when cited in the contract.

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander
 U. S. Army Aviation and Missile Command
 ATTN: AMSAM-AC-LM-M
 Redstone Arsenal, AL 35898-5000

(c) When the contract covers Maintenance and Overhaul requirements, the Contractor shall forward one (1) additional copy of DD Form 250 (MIRR) to the following address:

Commander
 U. S. Army Aviation and Missile Command
 ATTN: AMSAM-MMC-MM-DC
 Redstone Arsenal, AL 35898-5000

(d) When the contract includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one (1) copy of the shipping documents to the Foreign Military Sales representatives at the following address:

Commander
 U. S. Army Aviation and Missile Command
 ATTN: AMSAM-SA
 Redstone Arsenal, AL 35898-5000

(e) "CONTRACT MAINTENANCE" will be annotated in bold letters on the DD Form 250 for all Maintenance and Overhaul contracts.

(End of clause)

G-2	52.245-4005 PROCEDURES FOR RECEIPT OF REPARABLES (USAAMCOM)	MAR/2001
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Two (2) receipted copies of DD Form 1348-1A of all shipments of reparable items received shall be mailed directly to Commander, U.S. Army Aviation and Missile Command, Redstone Arsenal, AL 35898-5000, one (1) copy sent "ATTN: AMSAM-AC-LS" and one copy sent "ATTN: AMSAM-MMC-MM-DC", within ten (10) working days after receipt. The DD Form 1348-1A will be stamped diagonally across the center "REPARABLE" in bold letters, verifying data thereon and annotating to which contract/delivery order assets will be applied.

(End of clause)

G-3	52.245-4006 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM)	OCT/1992
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(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

(1) Mailing address (including 9 digit zip code):

Name of Offeror or Contractor:

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code
where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

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SECTION I - CONTRACT CLAUSES

	<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, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211- 5	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 97) - ALTERNATE I	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-23	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
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	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227- 3	PATENT INDEMNITY	APR/1984
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-40	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-41	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232- 1	PAYMENTS	APR/1984
I-43	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233- 1	DISPUTES	JUL/2002
I-50	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-51	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243- 1	CHANGES -- FIXED-PRICE (AUG 1987)--ALTERNATE II	APR/1984
I-55	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-56	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-58	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-59	52.248- 1	VALUE ENGINEERING	FEB/2000
I-60	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-61	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-62	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-64	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-65	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-68	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-73	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)--ALTERNATE I	DEC/1991
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-76	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-77	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-78	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I	APR/2003
I-79	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-80	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-81	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-82	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-83	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-84	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-88	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-89	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001

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

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I-90 52.216-18 ORDERING OCT/1995
 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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I-91 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than \$791,365.06, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$13,706,822.84; or

(2) Any order for a combination of items in excess of \$13,706,822.84; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

NOTE: Any references to minimum or maximum quantities in this contract relates solely to limitations for delivery orders and is not to be construed as obligating the Government to procure any quantities of particular items. All contract limitations are in terms of dollars.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I-92 52.216-22 INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The range quantities for supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule valued up to \$13,706,822.84 as identified in the Schedule as the "maximum" dollar amount. The Government shall order at least the supplies or services designated in the Schedule valued up to \$81,365.06 identified in the Schedule as the "minimum" dollar amount.

(c) Except for any limitations in dollar amounts in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIX years after date of contract award.

(END OF CLAUSE)

I-93 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

(End of Clause)

I-94 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 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-95 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-96 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS JUL/2004

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

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

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

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

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

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

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

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

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

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

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

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional

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clauses necessary to satisfy its contractual obligations.

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

(End of Clause)

I-97 52.245- 2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) (DEV 99- APR/1984
00012) - ALTERNATE I (DEV 99-00008)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

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(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) --

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

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(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of --

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price, and agrees it will not hereafter include in any price to the Government, any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

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- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --

(i) Contractor with an approved scrap procedure. --

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

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- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

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(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(1) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-98 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.acq.osd.mil/dp/dars/dfars.html

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-99 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(END OF CLAUSE)

I-100 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

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

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for

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any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

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

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

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

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

(END OF CLAUSE)

I-101 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Name of Offeror or Contractor:

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

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

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

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

(End of clause)

I-102 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
(a) Definitions.

MAY/2002

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

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adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(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

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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:

<u>ITEM</u> <u>DESCRIPTION</u>	<u>CONTRACT</u> <u>LINE ITEMS</u>	<u>QUANTITY</u>
-----------------------------------	--------------------------------------	-----------------

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-103 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996
(a) TERMINOLOGY.

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

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

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

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	17-APR-2003		
Attachment 001	PACKAGING REQUIREMENTS LIST	27-OCT-2003	007	

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

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

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

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

(a)(1) The North American Industry Classification System (NAICS) codes for this acquisition are 334419 and 334611.

(2) The small business size standard is 500 and 750 respectively.

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

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

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

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

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

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

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

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

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

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

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

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

(1) Means a small business concern --

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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)

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

(END OF PROVISION)

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

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

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

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

(End of provision)

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

(END OF PROVISION)

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K-13 52.227- 6 ROYALTY INFORMATION APR/1984

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

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

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

(END OF PROVISION)

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

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

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(c) Check the appropriate box below:

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

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

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

() (2) Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: _____

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

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

() (3) Certificate of Monetary Exemption

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

() (4) Certificate of Interim Exemption

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

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

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II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

() YES () NO

(End of Provision)

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

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

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

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

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

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204- 6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.214- 3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC/1989
L-3	52.214- 4	FALSE STATEMENTS IN BIDS	APR/1984
L-4	52.214- 5	SUBMISSION OF BIDS	MAR/1997
L-5	52.214- 6	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-6	52.214- 7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-7	52.214-12	PREPARATION OF BIDS	APR/1984
L-8	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-9	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-10	52.211- 2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/2003

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

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

(b) By submitting a request to the:

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

Telephone (215) 697-2179
Facsimile (215) 697-1462.

(End of provision)

L-11 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990
Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF PROVISION)

L-12 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA OCT/1997

(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

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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.

(End of Provision)

L-13 52.216- 1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a firm fixed price Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(END OF PROVISION)

L-14 52.233- 2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in Block 7 of SF33, Page 1 of the solicitation.

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

(End of provision)

L-15 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-16 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is

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indicated by the addition of "(DEVIATION)" after the date of the provision.

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

(END OF PROVISION)

L-17 52.204-4000 SIGNATURE AUTHORITY (USAAMCOM) OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

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

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;
- (3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-18 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992
(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

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

(End of provision)

L-19 52.211-4000 NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OCT/2000
OR OTHER THAN NEW MATERIAL (USAAMCOM)
(a) Offerors are directed to the clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the following information regarding the items or components offered:

- 1. General Information.
 - a. National Stock Number (NSN): _____
 - b. Nomenclature: _____
 - c. Part Number: _____
 - d. Manufacturer: _____
 - e. Quantity Offered: _____
 - f. Date of Manufacture: _____

2. Condition Information.

Name of Offeror or Contractor:

a. The items are:

() Ready-for-issue.

() Not Ready-for-issue.

b. Are the items new and unused _____

c. Are the items used _____

d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)).

e. Are the items corroded or otherwise damaged by time or elements _____

If so, describe. _____

f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items. _____

3. Source of Items.

a. The items were purchased by the offeror as:

() Production rejects.

() Production Overrun.

() Scrap.

() Government Surplus from the Government.

() Residual inventory resulting from terminated Government contracts.

() Other, describe. _____

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. _____

Can the items be traced to specific contracts under which the items were originally procured by the Government

Name of Offeror or Contractor:

If so, indicate the Government contract number(s) and provide any available supporting information.

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable.

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

- () Outdoors, uncovered.
() Outdoors, covered.
() Roofed.
() Warehouse, climate uncontrolled.
() Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item.

5. Packaging Information.

The items are:

- () In original packaging (describe packaging)
() Have been repacked (describe packaging)
() Are unpackaged.

6. The items () do, () do not have data plates attached. If data plates are attached, provide the information contained therein.

7. The items () do, ()do not contain serial numbers. If serial numbers are present indicate.

8. The offeror () does, () does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) _____, dated_____

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_____.

9. The full quantities of the material offered () are, () are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

The offered items must meet the requirements of the current contract, whether or not the items met agency requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

L-20 52.211-4007 IDENTIFICATION OF SPECIFICATIONS, PROCESSES AND PROCEDURES (USAAMCOM) OCT/1992

The Contractor shall provide a list of the specifications, processes and procedures which will be utilized during the performance of this contract to the Procuring Contracting Officer at time of proposal submission.

(End of provision)

L-21 52.211-4009 SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM) OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

(End of provision)

L-22 52.215-4002 CONTRACT PRICING PROPOSAL (USAAMCOM) JUL/2001

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

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

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

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(End of Provision)

L-23 52.215-4003 COST OF MONEY (USAAMCOM)

MAR/2000

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

(End of provision)

L-24 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM)

OCT/2000

(a) Offeror's attention is directed to FAR 52.219-9, "Small Business Subcontracting Plan", which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) AMCOM requires five copies of each subcontracting plan. Large businesses may submit these copies of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copies must be provided within five workdays of the date of the request).

(c) The contractor shall mark each page of the subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, the Government reserves the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal.

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

(End of provision)

L-25 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) - ALTERNATE I (USAAMCOM) OCT/2000

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

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

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

(End of provision)

L-26 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM)

AUG/2001

Name of Offeror or Contractor:

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

(End of Provision)

L-27

52.233-4703

AMC-LEVEL PROTEST PROGRAM

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)

L-28

52.245-4003

PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-
OWNED PRODUCTION PROPERTY (USAAMCOM)

OCT/1992

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

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and

