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|--|--|--|---|--|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOAL | Page 1 of 54 |
| 2. Contract No. | 3. Solicitation No. W58RGZ-04-R-0767 | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2004SEP10 | 6. Requisition/Purchase No. FLT SAFETY |
| 7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-A REDSTONE ARSENAL AL 35898-5280 | | Code W58RGZ | 8. Address Offer To (If Other Than Item 7) | |

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:30pm (hour) local time 2004OCT12 (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 NANCY LAW E-mail address: NANCY.LAW@REDSTONE.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (256) 313-0137 |
|----------------------------------|---|---|

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.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

| | | |
|-----|--|----------|
| A-1 | 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 Clause)

| | | |
|-----|---|----------|
| A-2 | 52.209-4008 NOTICE TO OFFERORS - FLIGHT SAFETY PARTS REQUIRING ENGINEERING TESTING (USAAMCOM) | FEB/1996 |
|-----|---|----------|

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

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

(End of Clause)

| | | |
|-----|---------------------------------------|----------|
| A-3 | 52.233-4000 AMC-LEVEL PROTEST PROGRAM | OCT/1996 |
|-----|---------------------------------------|----------|

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:

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MOD/AMD

Name of Offeror or Contractor:

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

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

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

| <u>APPROVED SOURCES</u> | <u>CAGE</u> |
|-------------------------|-------------|
| BOEING | 8V613 |
| AVIBANK MFG | 84256 |
| HI-SHEAR CORP | 73197 |

MFG NAME & CAGE: _____

MFG PART NUMBER: _____

*** END OF NARRATIVE A 001 ***

This is an indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. Subject to the availability of funds, the minimum quantity of 352 each will be awarded on Delivery Order 0001 during or for the first ordering period. The minimum quantity the Government is obligated to purchase under this contract is 352 each. The Governments maximum quantity which may be awarded under this contract over five separate ordering periods is 1,072 each. Any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Estimated quantity to be procured within a certain period is specified below. Please insert your firm fixed unit price for the 1st, 2nd, 3rd, 4th and 5th year in the spaces provided below. Funds shall be obligated by issuance of delivery orders and not by the contract itself.

The first ordering period is from date of award to the last day of the 12th month after award.

The FFP for the second ordering period is from the first day of the 13th month after effective date of award through the last day of the 24th month after award.

The FFP for the third ordering period is from the first day of the 25th month after effective date of award through the last day of the 36th month after award.

The FFP for the fourth ordering period is from the first day of the 37th month after effective date of award through the last day of the 48th month after award.

The FFP for the fifth ordering period is from the first day of the 49th month after effective date of award through the last day of the 60th month after award.

The Government intends to award only one basic IDIQ contract as a result of this solicitation.

The estimated (e) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.

*** END OF NARRATIVE A 002 ***

THIS ACQUISITION CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (Title 22, USC, SEC 2751 ET SEQ) OR THE EXPORT ADMINISTRATION ACT (Title 50, USC., APP 2401-2402) EXECUTIVE ORDER 121470. THIS INFORMATION CANNOT BE RELEASED OUTSIDE THE UNITED STATES WITHOUT PRIOR APPROVAL OF THE GOVERNMENT.

*** END OF NARRATIVE A 003 ***

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 PIIN/SIIN W58RGZ-04-R-0767 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0001 | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 5306-01-163-9568 FSCM: 02731 PART NR: 7-211511211-3 SECURITY CLASS: Unclassified <u>OFFER A - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING REQUIRED.</u> (End of narrative A001) | | | | |
| 0001AA | <u>PRODUCTION QTY - PROGRAM YEAR 1</u> PROGRAM YEAR: 1 NOUN: BOLT, MACHINE <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 DELIVERY REQUIRED: WHEN FA APPLICABLE - 400 DAYS AFTER CONTRACT AWARD WHEN ALT II CLAUSE RECOMMENDED - 240 DAYS AFTER CONTRACT AWARD (End of narrative F001) <u>OFFER B - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING NOT REQUIRED.</u> | 352 | EA | \$ _____ | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0767 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0001AB | <p>(End of narrative A002)</p> <p><u>PRODUCTION QTY - PROGRAM YEAR 1</u></p> <p>PROGRAM YEAR: 1 NOUN: BOLT, MACHINE</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>DELIVERY REQUIRED: WHEN FA WAIVED OR NOT APPLICABLE - 180 DAYS AFTER CONTRACT AWARD</p> <p>(End of narrative F001)</p> | 352 | EA | \$ _____ | \$ _____ |
| 0002 | SECURITY CLASS: Unclassified | | | | |
| 0002AA | <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0767 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0003 | <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W58RGZ) XR WOH9 HQ USA AVN AND MISLE CMD ACQUISITION CENTER AIR SPARKMAN CIR BLDG 5303 REDSTONE ARSENAL AL 35898-5090</p> <p>FIRST ARTICLE TEST REPORT DUE 180 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative F001)</p> <p>NSN: 5306-01-163-9568 FSCM: 02731 PART NR: 7-211511211-3 SECURITY CLASS: Unclassified</p> | | | | |
| 0003AA | <p><u>PRODUCTION QTY - PROGRAM YEAR 2</u></p> <p>PROGRAM YEAR: 2 NOUN: BOLT, MACHINE</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY REQUIRED:</p> | 180 (E) | EA | \$ _____ | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0767 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | WHEN FA WAIVED OR NOT APPLICABLE - 180 DAYS AFTER CONTRACT AWARD. (End of narrative F001) | | | | |
| 0004 | NSN: 5306-01-163-9568 FSCM: 02731 PART NR: 7-211511211-3 SECURITY CLASS: Unclassified | | | | |
| 0004AA | <u>PRODUCTION QTY - PROGRAM YEAR 3</u> PROGRAM YEAR: 3 NOUN: BOLT, MACHINE <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. DELIVERY REQUIRED: WHEN FA WAIVED OR NOT APPLICABLE - 180 DAYS AFTER CONTRACT AWARD. (End of narrative F001) | 180 (E) | EA | \$ _____ | \$ _____ |
| 0005 | NSN: 5306-01-163-9568 FSCM: 02731 PART NR: 7-211511211-3 SECURITY CLASS: Unclassified | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0005AA | <p><u>PRODUCTION QTY - PROGRAM YEAR 4</u></p> <p>PROGRAM YEAR: 4 NOUN: BOLT, MACHINE</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY REQUIRED: WHEN FA WAIVED OR NOT APPLICABLE - 180 DAYS AFTER CONTRACT AWARD. (End of narrative F001)</p> | 180 (E) | EA | \$ _____ | \$ _____ |
| 0006 | <p>NSN: 5306-01-163-9568 FSCM: 02731 PART NR: 7-211511211-3 SECURITY CLASS: Unclassified</p> | | | | |
| 0006AA | <p><u>PRODUCTION QTY - PROGRAM YEAR 5</u></p> <p>PROGRAM YEAR: 5 NOUN: BOLT, MACHINE</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 7-211511211-3 REVISION: D</p> | 180 (E) | EA | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A002 | <p>SHIP TO: (W81D17) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-MMC-MA-NM REDSTONE ARSENAL AL 35898-5280</p> <p><u>THE ARMY MAINTENANCE MANAGEMENT SYSTEM</u></p> <p>NOUN: BOLT, MACHINE SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (MCMANC) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-MMC-MA-NC (2410) REDSTONE ARSENAL AL 35898-5280</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

| | | |
|-----|--|----------|
| C-1 | 52.209-4011 FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 (USAAMCOM) | JUL/2002 |
|-----|--|----------|

QE-STD-1
REVISION D
1 OCT 96

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

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

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

3.0 REFERENCES:

- a. ANSI/ASQC B1,B2,B3-1996
- b. ISO 10012-1
- c. Competition Advocate's Shopping List (CASL)
- d. AMCOM Regulation 702-7 Flight Safety Critical Aircraft Parts/New Source Testing Program Management

4.0 DEFINITIONS:

a. FSP (Airframe): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

Name of Offeror or Contractor:

b. FSP (Engine): Any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

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

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

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

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

6.1 MANUFACTURING PLANNING:

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

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

a. In the case of FSPs not requiring engineering testing, under the first production contract for the FSP at such time a successful First Article Test is completed, or at the start of production if FAT is not required.

b. In the case of FSPs requiring engineering test, at the time articles are manufactured which successfully meet the engineering test requirements.

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

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

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

6.3 CRITICAL CHARACTERISTICS:

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

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|---------------------------|---|--|
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Name of Offeror or Contractor:

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

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

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

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

6.4 RECORDS:

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

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

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

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

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

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

C-2 52.247-4005 STATEMENT OF WORK (SOW)--FEDERAL AVIATION ADMINISTRATION (FAA) SEP/1996
AIRWORTHINESS APPROVAL TAG (USAAMCOM)

If any of the items that are the subject of this procurement are also currently being sold to commercial customers and an FAA Form 8130-3, Airworthiness Approval Tag, is required to accompany these parts, the offeror shall:

- a. Identify, in its proposal, these parts; and
- b. If awarded the contract, provide FAA Form 8130-3 to the Government upon delivery of the parts.

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(End of Clause)

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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 |
|-----|-------------|---|----------|

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

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

(End of Clause)

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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 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |

| | | | |
|-----|-----------|--|----------|
| E-4 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) | FEB/1999 |
|-----|-----------|--|----------|

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002, (International Organization for Standardization (ISO) 9002) in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

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| E-5 | 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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|-----|-------------|---|----------|
| E-6 | 52.246-4009 | FLIGHT SAFETY PART SUPPLIER INTERFACE AND OVERSIGHT PROGRAM REQUIREMENTS (USAAMCOM) | OCT/2002 |
|-----|-------------|---|----------|

This contract is for a Flight Safety part (FSP) and requires special controls as identified in Quality Engineering Standard (QE-STD-1). In addition to the QE-STD-1 requirements, the contractor shall comply with the following:

a. The Contractor shall prepare manufacturing planning documentation in accordance with paragraph 6.1 of QE-STD-1 and DI-MISC-80508A. Any Contractor recommended changes to the manufacturing planning documentation which affect critical characteristics shall be approved by the Government. The Contractor shall not implement any process changes which affect critical characteristics without prior Government approval.

b. Written notification shall be given to the Procurement Contracting Officer (PCO) as soon as possible but at least 30 days prior to first delivery indicating the time frame when the parts being procured under this contract will be actively in production in order that a Supplier Interface and Oversight Program (SIOP) on-site review can be scheduled if such a review is determined by the Government to be necessary. The Contractor will cooperate with and allow the Government to conduct a SIOP on-site review (1-3 days typically) while the parts are actively in production. This review may also require site visits to critical process subcontractors. The purpose of the SIOP on-site review is to thoroughly review manufacturing processes and documentation for FSP and provide feed-back and direction regarding the FSP program.

NOTE: Some of the personnel that support the SIOP program (e.g. evaluate manufacturing planning and participate in the SIOP on-site reviews) are employees of the U.S. Army Aviation and Missile Command (AMCOM) programmatic and technical services support contractors employed under the Omnibus 2000 contract. AMCOM's Directorate for Aviation Engineering (AMRDEC) will, within thirty days of contract award, identify the programmatic and technical services support contractors who may be involved with this contract and may require access to your company's proprietary data (e.g., frozen manufacturing planning) and facilities in performing their duties. Since these contractor personnel are not Federal employees, they will be allowed access only if a Non-Disclosure Agreement (NDA) between their employer and your company has been established. A standard NDA will accompany the AMRDEC notification. If a NDA with the identified support contractor has not been entered into by your company, sign and submit the NDA with the frozen manufacturing planning to the PCO within thirty days of contract award. If there are objections to the NDA or the terms or conditions thereof, contact, in writing, the PCO within 10 days of receipt of the AMRDEC notification so as to allow sufficient time for a mutually acceptable arrangement be reached.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-5 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-6 | 52.247-59 | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-7 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-8 | 52.211- 8 | TIME OF DELIVERY | JUN/1997 |

(a) The Government's REQUIRED delivery schedule is set forth under each contract line item in the schedule.

(b) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified under each contract line item. The Government reserves the right to award under either the REQUIRED delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than called for under each contract line item. If the offeror proposes no other delivery schedule, the REQUIRED delivery schedule stated under each contract line item shall apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULEITEM NO.QUANTITY

WITHIN DAYS AFTER
DATE OF CONTRACT

(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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| F-9 | 52.247-33 | F.O.B. ORIGIN, WITH DIFFERENTIALS | JUN/1988 |
|-----|-----------|-----------------------------------|----------|

(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

(1) Free of expense to the Government delivered--

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

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(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies (normally on a Government bill of lading) a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such

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SECTION G - CONTRACT ADMINISTRATION DATA

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

| | | |
|-----|---|----------|
| G-1 | 52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) | OCT/2000 |
|-----|---|----------|

(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 PRON 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-LS
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document 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

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| H-1 52.243-4000 | ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS | NOV/2003 |

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

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

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

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

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

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

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

(7) Classification of RFDs/RFWs.

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

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

(c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.

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

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

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

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

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Contractor and the Government.

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

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

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

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

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

(c) Distribution:

(1) Electronic Distribution

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

(2) Hard Copy Distribution

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

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

For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VECP that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECP to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

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

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

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writing if a proposal is determined to be unacceptable.

(End of clause)

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SECTION I - CONTRACT CLAUSES

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|------|------------------------|--|-------------|
| 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 | 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | JAN/1999 |
| I-16 | 52.219- 8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-17 | 52.222- 1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-18 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION | SEP/2000 |
| I-19 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JUN/2004 |
| I-20 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-21 | 52.222-21 | PROHIBITION ON SEGREGATED FACILITIES | FEB/1999 |
| I-22 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-23 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-24 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-25 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-26 | 52.223- 6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-27 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-28 | 52.225-13 | RESTRICTION ON CERTAIN FOREIGN PURCHASES | DEC/2003 |
| I-29 | 52.226- 1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| I-30 | 52.227- 1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-31 | 52.227- 2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
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| I-35 | 52.232- 8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
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| I-37 | 52.232-17 | INTEREST | JUN/1996 |
| I-38 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I | APR/1984 |
| I-39 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-40 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
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| I-43 | 52.242-10 | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| I-44 | 52.242-12 | REPORT OF SHIPMENT (REPSHIP) | JUN/2003 |
| I-45 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-46 | 52.243- 1 | CHANGES -- FIXED-PRICE | AUG/1987 |
| I-47 | 52.244- 5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-48 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-49 | 52.247- 1 | COMMERCIAL BILL OF LADING NOTATIONS | APR/1984 |
| I-50 | 52.248- 1 | VALUE ENGINEERING | FEB/2000 |
| I-51 | 52.249- 2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-52 | 52.249- 8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-53 | 52.253- 1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-54 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |

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| I-55 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-56 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-57 | 252.204-7004 | CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A | NOV/2003 |
| I-58 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-59 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| I-60 | 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-61 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-62 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2004 |
| I-63 | 252.225-7013 | DUTY-FREE ENTRY | JAN/2004 |
| I-64 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I | APR/2003 |
| I-65 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | MAY/2004 |
| I-66 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-67 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004 |
| I-68 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-69 | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| I-70 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-71 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-72 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | MAR/2000 |
| I-73 | 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:

N/A

I-74 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 award through 60th month after date of contract award.

(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)

I-75 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 100, 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 1,072;

(2) Any order for a combination of items in excess of N/A;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.

(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.

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(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 -5- 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-76 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 quantities of 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 up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities 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 the last calendar day of the last ordering period..

(END OF CLAUSE)

I-77 252.211-7003 ITEM IDENTIFICATION AND VALUATION JAN/2004

(a) Definitions. As used in this clause -

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

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

"Concatenated unique item identifier" means --

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

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

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

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

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

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

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall

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include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

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

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

"Government's unit acquisition cost" means --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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

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

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

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

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

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

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

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

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

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid/>; and

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

(4) Marking items.

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

(ii) The issuing agency code --

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

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

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

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

(1) Description. *

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

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

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

(6) Original part number. **

(7) Serial number. **

(8) Quantity shipped. *

(9) Unit of measure. *

(10) Government's unit acquisition cost. *

(11) Ship-to code.

(12) Shipment date.

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

(14) Contract number.

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

(16) Acceptance code.

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

** Once per item.

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

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

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

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

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

(6) Original part number. **

(7) Serial number. **

(8) Unit of measure.

(9) Description.

** Once per item.

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

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

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(End of clause)

I-78 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-79 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as --

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

(End of clause)

I-80 52.234- 1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

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(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-81 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 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-82 52.252- 2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

Name of Offeror or Contractor:

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-83 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-84 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

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

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

Table with 3 columns: Precious Metals*, Quantity, Deliverable Item (NSN and Nomenclature). The table body is currently empty with horizontal lines for input.

*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-85 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

Name of Offeror or Contractor:

(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.dema.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

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

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

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

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

(End of clause)

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.

Name of Offeror or Contractor:

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

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

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

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

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

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

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

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

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

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

(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;

Name of Offeror or Contractor:

- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

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

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

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

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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

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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)

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SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--|-------------|------------------------|-----------------------|
| Attachment 001 | PACKAGING REQUIREMENTS | 29-JUL-2004 | 002 | ELECTRONIC IMAGE |
| Attachment 002 | SERIAL NUMBER REPORT REQUIREMENT | 29-JUL-2004 | 004 | ELECTRONIC IMAGE |
| Attachment 003 | THE ARMY MAINTENANCE MANAGEMENT SYSTEM | 29-JUL-2004 | 008 | ELECTRONIC IMAGE |
| Attachment 004 | CD - PRON AX4F5432AX | 29-JUL-2004 | 001 | MAIL |

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

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

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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 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| K-6 | 52.222-18 | CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS | FEB/2001 |
| * Insert none in the first blank and N/A in the second blank within paragraph (b) of the above referenced clause. | | | |
| K-7 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002) | APR/2002 |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332722.

(2) The small business size standard is 500.

(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,

Name of Offeror or Contractor:

China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

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

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

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Name of Offeror or Contractor:

K-8 52.203- 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that ---

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

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

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

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

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

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

(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 52.207- 4 ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

OFFEROR RECOMMENDATIONS

Table with 4 columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL. Includes horizontal lines for data entry.

| | | |
|---------------------------|---|--|
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Name of Offeror or Contractor:

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

(END OF PROVISION)

K-10 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.

(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-11 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

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Name of Offeror or Contractor:

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-12 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-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

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

(END OF PROVISION)

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA; 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-15 52.227- 6 ROYALTY INFORMATION

APR/1984

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

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

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

(END OF PROVISION)

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

K-16 252.247-7022 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

| | | |
|---------------------------|--|----------------------|
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Name of Offeror or Contractor:

this solicitation.

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

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.215-1 | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION | JAN/2004 |
| L-2 | 52.247-46 | SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS | APR/1984 |
| L-3 | 52.211- 2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L | DEC/2003 |

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

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

(b) By submitting a request to the:

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

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

(End of provision)

| | | | |
|-----|-----------|--|----------|
| L-4 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |
|-----|-----------|--|----------|

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF PROVISION)

| | | | |
|-----|-----------|------------------|----------|
| L-5 | 52.216- 1 | TYPE OF CONTRACT | APR/1984 |
|-----|-----------|------------------|----------|

The Government contemplates award of a firm fixed price supply contract resulting from this solicitation.

(END OF PROVISION)

| | | | |
|-----|-----------|--------------------|----------|
| L-6 | 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-7 | 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:

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Name of Offeror or Contractor:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

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

(End of provision)

L-8 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(END OF PROVISION)

L-9 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-10 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-11 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.

Name of Offeror or Contractor:

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

2. Condition Information.

- 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

Name of Offeror or Contractor:

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

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

Name of Offeror or Contractor:

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 _____.

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-12

52.211-4008

REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM)

JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

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(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)

L-13 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-14 52.215-4001 PRICING INFORMATION (USAAMCOM) OCT/1992

(a) The offeror shall include information to establish the basis for the price(s) proposed. Such information need not be in any particular form; however, it shall be sufficient to provide an understanding of the offeror's pricing rationale.

(b) Following are examples of pricing methods which may be applicable. Please check the appropriate box and furnish information pertinent thereto in the space at the bottom of the page.

() Established catalog or market price(s) or commercial item(s) sold in substantial quantities to the general public. (List volume of sales in the last two years, specifying separately sales to general public and sales to the U.S. Government.)

() Similar to a commercial item meeting the above description. (Describe differences between established commercial item and similar item. List volume of sales to general public in the last two years of the established commercial item and list the volume of sales to the U.S. Government of the similar item during same period.)

() Price(s) fixed by law or regulation (cite applicable law or regulation).

(c) If none of the above apply, check the box below and furnish information concerning the pricing rationale. Include data on volume of sales to both general public and to the U.S. Government over the past two years.

() Other _____

ADDITION INFORMATION:

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(End of provision)

L-15 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

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

(End of Provision)

L-16 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-17 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT- OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract,

| | | |
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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 location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

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

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

(End of provision)

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SECTION M - EVALUATION FACTORS FOR AWARD

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---------------------------------|-------------|
| M-1 | 52.247-47 | EVALUATION--F.O.B. ORIGIN | JUN/2003 |
| M-2 | 52.215-4007 | EVALUATION FOR AWARD (USAAMCOM) | OCT/1992 |

Bids/offers shall be evaluated and award made to the responsive, responsible offeror whose offer represents the lowest overall cost to the Government.

(End of Provision)

| | | | |
|-----|-------------|--|----------|
| M-3 | 52.215-4011 | EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM) | JAN/1993 |
|-----|-------------|--|----------|

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

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

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

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

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

(3) For real property and improvements:

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

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

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

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

(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which

Name of Offeror or Contractor:

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

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

Name: _____ Address : _____

Telephone No.: _____

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

(End of provision)

EVALUATION OF INDEFINITE QUANTITY PRICING

THE GOVERNMENT WILL EVALUATE OFFERS FOR AWARD PURPOSES BY ADDING THE TOTAL PRICE FOR ITEMS IDENTIFIED IN SECTION B OF THE SCHEDULE AT THE ESTIMATED QUANTITIES THEREIN STATED. EVALUATION OF QUANTITIES IN THIS MANNER WILL NOT OBLIGATE THE GOVERNMENT TO ORDER THE ESTIMATED QUANTITIES OR TO DISTRIBUTE ORDERS IN THE MANNER EVALUATED.

AWARD SHALL BE MADE TO THE RESPONSIVE, RESPONSIBLE OFFEROR WHOSE OFFER REPRESENTS THE LOWEST OVERALL COST TO THE GOVERNMENT.

EVALUATION FOR AWARD
52.215-4007 (USAAMCOM)

THE GOVERNMENT MAY REJECT A BID AS NONRESPONSIVE OR A PROPOSAL AS UNACCEPTABLE IF IT IS MATERIALLY UNBALANCED AS TO PRICES OFFERED FOR ITEMS. AN OFFER IS UNBALANCED WHEN IT IS BASED ON PRICES SIGNIFICANTLY LESS THAN COST FOR SOME WORK AND PRICES WHICH ARE SIGNIFICANTLY OVERSTATED FOR OTHER WORK.

NOTE: WHEN VARYING PRICES ARE OFFERED, DEPENDING ON QUANTITY ORDERED OR TIME OF THE ORDER WITHIN AN ORDERING PERIOD, THE PRICES OFFERED SHALL BE EVALUATED AT THE HIGHEST POSSIBLE COST TO THE GOVERNMENT BASED ON THESE PRICES AND THE DELIVERY ORDER LIMITATIONS STATED ELSEWHERE HEREIN.

*** END OF NARRATIVE M 001 ***