

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAL	Page 1 of 61
2. Contract No.	3. Solicitation No. W58RGZ-04-R-0775	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004OCT05	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-U 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 _____ (hour) local time 2004NOV05 (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 LESLIE SANDRIDGE E-mail address: LESLIE.SANDRIDGE@REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)955-9261
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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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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

(End of Clause)

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

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

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

The AMC-level protest procedures are found at:

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

A-3. THIS REQUIREMENT IS FOR A FIVE (5) YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)CONTRACT.

A-4. THIS ACQUISITION CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, 50, 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.

A-5. AWARDS ARE CONTINGENT UPON AVAILABILITY OF FUNDING.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>FSCM: 81996 PART NR: 70361-03005-107 SECURITY CLASS: Unclassified</p> <p>FAN VANEAXIAL NSN:4140-01-424-9956 P/N: 70361-03005-107</p> <p>IDIQ WITH 5 ORDERING PERIODS MIN QUANTITY 604 MAX QUANTITY 1,304</p> <table border="0"> <tr> <td><u>APPROVED SOURCES</u></td> <td><u>CAGE</u></td> </tr> <tr> <td>FASCO Industries</td> <td>60399</td> </tr> <tr> <td>Sikorsky Aircraft Corp</td> <td>78286</td> </tr> <tr> <td>Honeywell Intl Inc</td> <td>70210</td> </tr> <tr> <td>Grimes Aerospace Co</td> <td>72914</td> </tr> </table> <p>MFG. NAME & CAGE: _____ (Mfg. insert name & cage)</p> <p>MFG. PART NUMBER: _____ (Mfg. insert part number)</p> <p>(End of narrative A001)</p> <p>This is an Indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. The Government's quantity to be awarded simultaneously with the award of the basic contract is 604 each. The Government's maximum quantity which may be awarded under this contract over five separate ordering periods is 1,304 each. The maximum quantities called out in this contract exceed current estimated quantities. 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.</p> <p>The first ordering period is from date of award to the last day of the 12th month after award.</p> <p>The FFP for the 2nd ordering period is from the 1st day of the 13th month after effective date of award through the last day of the 24th month after award.</p> <p>The FFP for the 3rd ordering period is from the 1st day of the 25th month after effective date of award through the last day of the 36th month after award.</p> <p>The FFP for the 4th ordering period is from the 1st day of the 37th month after effective date of award</p>	<u>APPROVED SOURCES</u>	<u>CAGE</u>	FASCO Industries	60399	Sikorsky Aircraft Corp	78286	Honeywell Intl Inc	70210	Grimes Aerospace Co	72914				
<u>APPROVED SOURCES</u>	<u>CAGE</u>														
FASCO Industries	60399														
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>through the last day of the 48th month after award.</p> <p>The FFP for the 5th ordering period is from the 1st day of the 49th month after effective date of award through the last day of the 60th month after award.</p> <p>The Government intends to award only one basic Indefinite Delivery Indefinite Quantity contract as a result of this solicitation.</p> <p>The estimated (e) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.</p> <p>The FOB Point for year 1 will be Destination. The FOB Point for the 2nd, 3rd, 4th and 5th years will be Origin.</p> <p style="text-align: center;">(End of narrative A002)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 1 NOUN: FAN VANEAXIAL</p> <p>FAN VAEAXIAL NSN: 4140-01-424-9956 P/N: 70361-03005-107</p> <p>ORDERING PERIOD ONE QUANTITY IS FOR MINIMUM 604</p> <p><u>OFFER A - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING REQUIRED</u></p> <p>PRON: AX4F0289AX</p> <p style="text-align: center;">(End of narrative B001)</p> <p>PACKAGING SHALL BE IN ACCORDANCE WITH THE FOLLOWING MIL-STD-2073-1 CODES:</p> <p>JI/A JII JIII JIV JV JVI JVII JVIII JIX/A JX JVIII MP CD PM WM CD CT UC IC PK SM OPI 55 1 00 GB FL X ZZ 00 F 19 M</p> <p>SUPPLEMENT INFORMATION:</p> <p>REUSABLE CONTAINERS WILL BE CONTRACTOR FURNISHED MATERIAL AND PRICED AS PART OF THE LINE ITEM UNIT COSTS.</p> <p>RESUABLE SHIPPING CONTAINERS NSN: 8110-00-820-0854 P/N: MS27683-11</p> <p style="text-align: center;">(End of narrative B002)</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: AX4F0289 PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 TOP DRAWING NR: 70361-03005-107 DATE: 09-FEB-2004</p> <p>First Article Testing is <u>only</u> required on the first ordering period. Therefore, the 2nd, 3rd, 4th, and 5th ordering period prices should be proposed under 0001AA - Offer B - First Article Approval - Contractor Testing Not Required.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1 CODES -CFM REUSABLE CONTAINERS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 3</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>*** SHIP TO:***</p> <p>SW3227 - Def Dist Depot Red River, Receiving Bldg 499, 10th Street and K Avenue, Texarkana, TX 75507-5000. 604 each.</p> <p>Deliveries to commence 420 days after date of delivery order award at a rate of 147 per month until shipped complete.</p> <p>These shipping instructions apply <u>only</u> to the contract minimum quantity.</p> <p>The FOB Point for year 1 will be Destination. The FOB Point for the 2nd, 3rd, 4th and 5th years will be</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Origin. (End of narrative F001)</p> <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: FAN VANEAXIAL SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: AX4F0289 PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</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 DAYS AFTER AWARD</u> 001 1 0268</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 268 days after date of delivery order award.</p> <p>(End of narrative F001)</p> <p><u>OFFER B - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING NOT REQUIRED</u></p>	1	EA	\$ ** NSP **	\$ ** NSP **
1st Year	Fan Vaneaxial	604	EA	\$ _____	\$ _____
2nd Year	Fan Vaneaxial	175 (e)	EA	\$ _____	\$ _____
3rd Year	Fan Vaneaxial	175 (e)	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: SERIAL NUMBER REQUIREMENT RPT SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SNRR PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>SECTION F - Deliveries or Performance</p> <p>FOB POINT: DESTINATION</p> <p>SHIP TO: (W81D17)</p> <p>US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-MMC-RE-FD REDSTONE ARSENAL AL 35898-5280</p> <p>(End of narrative F001)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
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C-1	52.209-4009 STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS (USAAMCOM)	JUL/1996
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(a) The first article shall be in accordance with 70361-03005-107 (AX4F0289) and FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS, All engineering testing, which is to be performed by the Government, shall be separate and distinct from the first article inspection and test requirement. First article inspections and tests shall include, but are not limited to, the following requirements:

"(1) A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings, technical data packages, and/or any other special/functional testing as set forth in this contract; and

"(2) A review for compliance to identification marking for parts, components and/or assemblies; and

"(3) A review for compliance with preservation, packaging, packing, and marking requirements; and

"(4) A review for compliance with special requirements within the specifications and drawings or as otherwise stated in this contract for the use of pre-approved parts, components, assemblies, and/or sources; and

"(5) The verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article pieces(s) are maintained in accordance with applicable calibration standards.

(b) (X) The Contractor shall not retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance.

"() The Contractor shall retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance. However, in the event it is discovered that the first article is deficient in any respect, the contract specifications shall be the manufacturing standard of acceptance. Subject to the approval of the procuring contracting officer, the first article may be shipped as the last unit on the contract, provided the Contractor reconditions the unit to meet all the terms and conditions for acceptance as set forth in this contract.

(c) Unless otherwise specified in this contract, any item destroyed or consumed during the inspection and testing process is not to be considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

(d) Unless otherwise agreed upon by the Government and the Contractor, the first article inspection and test shall be conducted at a single location, preferably at the intended site of manufacture. As part of the first article inspection and test, the Government may require the Contractor or its subcontractor to produce or demonstrate any or all of the following:

"(1) Proof that a quality/inspection program/system exists, is in place and functional at the time of the first article inspection and test.

"(2) Proof that any fixtures, tool masters, jigs, or similar devices used, in the inspection and/or testing of the first article, have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

"(3) A complete detailed description of inspection/test records shall be prepared and available at the time of the first article inspection and test. These records shall include, but are not limited to, records encompassing the manufacturing, processing, inspecting, accepting/rejecting, controlling and testing of parts, components, and/or assemblies. Examples of such records may include, but are not limited to, receiving/incoming/in-process/final inspection, process control, disposition of non-conforming material, inspection and testing done during fabrication and assembly, certification and qualification of special processes and special process personnel, written schedules and records of required periodic inspections, and the calibration and certification of all inspection, measuring, diagnostic and test equipment used.

(e) The first article inspection and test report shall consist of all the necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract.

(End of Clause)

Name of Offeror or Contractor:

C-2 52.209-4011 FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 JUL/2002
(USAAMCOM)

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.
- 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

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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.

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

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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-3 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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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
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If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

D-2	52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
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Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

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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	FEB/1999

* Insert ISO 9002 and QE-STD-1 in the blank in the above referenced clause.

E-5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) FEB/1999
The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in 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)

E-6 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)

E-7 52.246-4009 FLIGHT SAFETY PART SUPPLIER INTERFACE AND OVERSIGHT PROGRAM OCT/2002
REQUIREMENTS (USAAMCOM)

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.

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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)

F-9	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988
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(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>
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G-1	52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
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(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the 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.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-4	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	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-19	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-31	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-32	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227- 3	PATENT INDEMNITY	APR/1984
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-37	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-38	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232- 1	PAYMENTS	APR/1984
I-40	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-44	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233- 1	DISPUTES	JUL/2002
I-48	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
I-51	52.243- 7	NOTIFICATION OF CHANGES (the blanks in paragraphs (b) and (d) are completed with thirty (30))	APR/1984
I-52	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
I-54	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
I-57	52.248- 1	VALUE ENGINEERING	FEB/2000
I-58	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-59	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-62	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-65	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-70	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-72	252.225-7013	DUTY-FREE ENTRY	JAN/2004
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I	APR/2003
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-76	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-77	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-78	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-79	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-80	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-83	52.216-18	ORDERING	OCT/1995

* Insert DATE OF AWARD in the first blank and THROUGH THE LAST DAY OF THE 60TH MONTH in the second blank in paragraph (a) within the above referenced clause.

I-84 52.216-22 INDEFINITE QUANTITY OCT/1995

* Insert SHIPPING ALL QUANTITIES ORDERED UNDER DELIVERY ORDERS PLACED DURING THE EFFECTIVE PERIOD OF THIS CONTRACT in the blank in paragraph (d) within the above referenced clause.

I-85 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:

-1-

I-86 52.209- 1 QUALIFICATION REQUIREMENTS FEB/1995

(a) Definition: "Qualification Requirement", as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate

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their abilities to meet the standards specified for qualification.

(Name) and (Address) COMMANDER, U.S. ARMY AVIATION AND MISSILE COMMAND
AMSAM-RD-SE-QM-AH/GS
REDSTONE ARSENAL, AL 35898-5280

"(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

"(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(END OF CLAUSE)

I-87 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE I JAN/1997

(a) The Contractor shall test ONE unit(s) of Lot/Item 0001AA as specified in this contract. At least 20 calendar days (60 calendar days for contractors located outside the continental United States (OCONUS)) before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 268 calendar days from the date of this contract to the Procurement Contracting Officer (PCO) at the address indicated in the issued by block on page 1 of this document marked "FIRST ARTICLE TEST REPORT: Contract No. TO BE DETERMINED AT TIME OF AWARD_, Lot/Item No. 0002_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

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(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

I-88 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 140, 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 1,304;
- (2) Any order for a combination of items in excess of 1,304;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.

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

(END OF CLAUSE)

I-89 252.211-7003 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

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means --

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

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

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

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

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

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

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

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

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

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

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

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information quality throughout life and to support multi-faceted business applications and users.

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

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

(c) Unique item identification.

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

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

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

-1-

-2-

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

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

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

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

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

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

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

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

(4) Marking items.

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

(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.

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

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

- (1) Description. *
- (2) Unique identifier, ** consisting of --
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type. **
- (4) Issuing agency code (if DoD unique item identifier is used). **
- (5) Enterprise identifier (if DoD unique item identifier is used). **
- (6) Original part number. **
- (7) Serial number. **
- (8) Quantity shipped. *
- (9) Unit of measure. *
- (10) Government's unit acquisition cost. *
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number. *
- (16) Acceptance code.

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

** Once per item.

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

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of --
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (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). **

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- (6) Original part number. **
- (7) Serial number. **
- (8) Unit of measure.
- (9) Description.
- ** Once per item.

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

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

(End of clause)

I-90 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-91 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).

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(End of clause)

I-92 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.

(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-93 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

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(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-94 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.acq.osd.mil/dp/dars/dfars.html

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

(End of clause)

I-95 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-96 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

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

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

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

Name of Offeror or Contractor: _____

*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 no precious metals.

(END OF CLAUSE)

I-97 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

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

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

(c) An offeror proposing to use an SPI process in lieu of military 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

Name of Offeror or Contractor:

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

(End of clause)

I-98 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

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

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Name of Offeror or Contractor:

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

Total

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

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

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

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

(End of clause)

I-99 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)

I-100 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996

(a) TERMINOLOGY.

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

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

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

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	TAMMS	09-FEB-2004	006	MAIL
Exhibit B	SNRR	09-FEB-2004	004	MAIL
Attachment 001	DISK - AX4F0289 - 70361-03005-107	10-FEB-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:

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-7	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001

* Insert N/A in the first blank and N/A in the second blank within paragraph (b) of the above referenced clause.

K-8	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333412.

(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).

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

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

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

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

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

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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K-9 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS FEB/2001

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

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

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

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

Listed End ProductListed Countries of Origin

-1-

-2-

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

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

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

(End of provision)

K-10 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);

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(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-11 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

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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-12 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

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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-13 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

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

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or Quoter

(END OF PROVISION)

K-14 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.

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(End of provision)

K-15 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-16 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);

() (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-17 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:

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Name of Offeror or Contractor:

- (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-18 52.230- 1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000
 Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

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

() (2) Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: _____

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

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

() (3) Certificate of Monetary Exemption

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

() (4) Certificate of Interim Exemption

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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Name of Offeror or Contractor:

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

() YES () NO

(End of Provision)

K-19 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The terms "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

K-20 52.246-4005 VERIFICATION OF CONTINUITY OF FROZEN PLANNING (USAAMCOM) OCT/1997

By submitting this offer, the offeror verifies that the manufacturing planning relative to critical characteristics of the flight safety part(s) that was frozen in accordance with Quality Engineering Standard (QE-STD) 1/QE-STD-2 (as applicable):

a. Has not changed since approval by the U.S. Army Aviation and Missile Command (USAAMCOM) (or U.S. Army Aviation and Troop Command (USAATCOM) or U.S. Army Aviation Systems Command (USAAVSCOM)).

OR

b. Has changed and all changes have been approved by USAAMCOM (or USAATCOM or USAAVSCOM).

OR

c. Has changed, all changes have been submitted to USAAMCOM for approval, and changes will not be made until approval is

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received.

(End of provision)

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Name of Offeror or Contractor:

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	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-3	52.215-5	FACSIMILE PROPOSALS	OCT/1997

For the purpose of this clause the blank is completed as follows: THE PROPOSAL MAY BE SUBMITTED BY MAIL TO :

COMMANDER
U.S. ARMY AVIATION AND MISSILE COMMAND
AMSAM-AC-LS-U, ATTN: LESLIE SANDRIDGE
REDSTONE ARSENAL, AL 35898-5280

PACKAGE SHOULD BE MARKED WITH THE SOLICITATION NUMBER W58RGZ-04-R-0775 AND TO BE OPEN BY THE ADDRESSEE ONLY. PROPOSAL MAY BE FAXED TO FACSIMILE NUMBER 256-955-8601 OR EMAIL TO leslie.sandrige@redstone.army.mil

(c) _____

(END OF PROVISION)

L-4	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
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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-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF PROVISION)

L-6	52.216- 1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price supply contract resulting from this solicitation.

(END OF PROVISION)

L-7	52.233- 2	SERVICE OF PROTEST	AUG/1996
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Name of Offeror or Contractor:

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

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

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

(End of provision)

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

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

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

(END OF PROVISION)

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

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

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

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

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

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

(End of provision)

L-11 52.209-4001 FIRST ARTICLE APPROVAL: ALTERNATE OFFERS/BIDS/QUOTES (USAAMCOM) OCT/1992

(a) When supplies identical or similar to those called for in the solicitation have been previously furnished by the offeror/bidder/quoter and have been accepted by the Government, the requirement for First Article Approval may be waived by the Contracting Officer. However, the Contracting Officer may determine the waiver of the First Article Approval requirement is not in the best interest of the Government; therefore, all offerors/bidders/quoters must submit an offer/bid/quote based on compliance with the

Name of Offeror or Contractor:

First Article Approval provisions of this solicitation in order to insure being considered responsive. This offer/bid/quote must appear in the "Offer "A" - First Article Approval - Contractor Testing Required/"Bid "A" - First Article Approval - Contractor Testing Required" portion of Section B for each item requiring First Article Approval.

(b) All offerors/bidders/quoters who have previously furnished supplies identical or similar to those called for in this solicitation, which have been accepted by the Government, are urged to also submit an offer/bid/quote based on exclusion of the requirement for First Article Approval. Offerors/bidders/quoters who submit an offer/bid/quote based on exclusion of the requirement for First Article Approval must furnish test reports or other evidence (e.g., number of contract covering a prior procurement or test) with the offer/bid/quote to show that he has manufactured and delivered under any prior Government contract the First Article and/or production equipment which, in the case of First Article equipment has been approved or conditionally approved prior to the closing date of this Request for Proposal/Request for Quotation/opening date of this Invitation For Bid or, in the case of production equipment, has been accepted by the Government prior to said date of closing/opening. Such test reports or other evidence shall be considered in determining whether Government approval without a First Article Approval requirement may be appropriate for the pending procurement.

(c) For the purpose of this solicitation the terms "First Article Approval", "Preproduction Inspection", "Preproduction Sample Testing", or other similarly described testing are synonymous.

(End of provision)

L-12 52.209-4005 SOURCES ELIGIBLE FOR AWARD CONSIDERATION (USAAMCOM)

OCT/2000

(a) Competition under this solicitation is restricted to the following sources:

(1) Approved Sources listed in Section B -- sources that have been approved by the prime manufacturer or the Government for supply of item(s) listed in this solicitation, to assure the requisite safe, dependable, effective operation and support of military equipment;

(2) Sources that have been approved prior to award -- other than approved sources listed in Section B;

(3) Nonmanufacturers--offers from nonmanufacturers will only be considered for award if the required item(s) is new material and has been or will be obtained from a source of supply which has been approved prior to award. The source and part number of the item the offeror intends to supply must be stated in the offer.

(4) Surplus Dealers--offerors of Government surplus in accordance with Section I clause entitled "Material Requirements," FAR 52.211-5, will only be considered for award if the former Government surplus or residual inventory resulting from terminated contracts was originally manufactured by an approved source of supply.

(b) Only offers submitted by the above sources will be considered for award under this solicitation.

(c) Offerors who wish to become an approved source of supply for an item listed in this solicitation should proceed per the instructions set forth in paragraphs (d) and (e) below. It is noted that contractor requests for source approval in conjunction with this procurement will not be a cause for delay in this solicitation action. However, if it is determined that additional sources will clearly benefit the Government and that any delay incident to their approval would not impact readiness, a reasonable delay may be entertained. Whether or not such delay will occur will be solely at the discretion of the Government, and the time set for opening of the Invitation for Bids or the closing date of the Request for Proposals may or may not be extended. An extension will be witnessed by issuance of an amendment to this solicitation.

(d) Offerors wishing to become approved for an item on this solicitation may choose to:

(1) Request approval outside of this solicitation action, in which case the contractor should follow the instructions under paragraph (e) below and send a Source Approval Request (SAR) package to Commander, U.S. Army Aviation and Missile Command, ATTN: AMSAM-RD-AE-I, Redstone Arsenal, AL 35898-5000; or,

(2) Request approval in conjunction with this procurement, in which case the contractor should prepare a response to this solicitation and forward it in accordance with the instructions contained on page 1 of this solicitation. A separate SAR package prepared in accordance with paragraph (e) below shall also be submitted, under a cover letter to the Contracting Officer, to the address shown in the "ISSUED BY" block on page 1 of this solicitation. The cover letter should reference the solicitation number, but must be devoid of any reference to price, delivery, or other terms or conditions of the proposal. To be considered for award on this solicitation, a separate complete proposal must be submitted to the Contracting Officer in accordance with the solicitation.

"(e) Regardless of the choice under (d) above, the SAR submitted to AMCOM must comply with the requirements of the Competition Advocate's Shopping List (CASL), or it will be rejected without consideration and returned to the contractor. Copies of the CASL can be obtained from the Competition Management Office, (256) 876-2485. Contractors seeking to become approved sources should submit a SAR in the appropriate format, identifying it to one of the categories found in the CASL.

Name of Offeror or Contractor:

"(f) AMCOM may require additional data, testing, or plant visits before it is able to completely evaluate a request. This may require the requestor (at no expense to the Government) to supply parts for testing, engine run up, or flight tests. In that event, the requestor will be so advised. AMCOM reserves the right to approve a contractor for award prior to completion of physical testing of the offered item. In such cases, the contractor shall perform any outstanding tests and provide all required documentation at no cost to the Government prior to entering upon full production. Lack of successful performance within the specified timeframe shall be grounds for a no cost termination.

"(g) When a SAR is received, it will be processed for evaluation. If the evaluation and approval (including preparation or update of the requisite technical data package (TDP)) occurs before award, the requestor will be considered for award if a proposal was submitted per (d)(2) above. If the evaluation/TDP preparation has not been completed prior to award, AMCOM will continue the process until complete. If the requestor becomes approved and is added to the TDP, the requestor will be eligible for consideration on all future solicitations for the item.

(h) All approval or disapproval notices shall be officially provided the contractor by the appropriate technical official.

(i) Nonmanufacturers seeking to supply an item from a non-approved source must first ensure that the source becomes approved in accordance with the requirements for manufacturers seeking to become an approved source prior to contract award.

(End of provision)

L-13 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-14 52.211-4000 NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OCT/2000
OR OTHER THAN NEW MATERIAL (USAAMCOM)

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

1. General Information.

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

2. Condition Information.

- a. The items are:
 - () Ready-for-issue.
 - () Not Ready-for-issue.

Name of Offeror or Contractor:

b. Are the items new and unused _____

c. Are the items used _____

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

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

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

If so, describe. _____

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

3. Source of Items.

a. The items were purchased by the offeror as:

() Production rejects.

() Production Overrun.

() Scrap.

() Government Surplus from the Government.

() Residual inventory resulting from terminated Government contracts.

() Other, describe. _____

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

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

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

Name of Offeror or Contractor:

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

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

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

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

4. Storage Condition.

a. The items are currently stored:

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

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

5. Packaging Information.

The items are:

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

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

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

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

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.

Name of Offeror or Contractor:

(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-15 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: _____

(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-16 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

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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-17 52.215-4716 PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM)

MAY/2003

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

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

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

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

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

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

L-18 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM)

OCT/2000

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

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

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

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

(End of provision)

L-19 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

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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-20 52.232-4000 AVAILABILITY OF FUNDS (USAAMCOM) AUG/2001
Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

(End of Provision)

L-21 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-22 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992
(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the

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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>
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M-1	52.215-4007	EVALUATION FOR AWARD (USAAMCOM)	OCT/1992
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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-2	52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993
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(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% \$ _____
	TOTAL
6-10 years	1%
over 10 years	.75%

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

(3) For real property and improvements:

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

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

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

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

"(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details,

Name of Offeror or Contractor:

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.

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 ***