

|  |  |  |   |  |
|--|--|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOAL                             | <b>Page</b> 1 of 40                                |
| <b>2. Contract No.</b>   | <b>3. Solicitation No.</b><br>W58RGZ-04-R-0905 | <b>4. Type of Solicitation</b><br>Negotiated (RFP)               | <b>5. Date Issued</b><br>2004SEP16                | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>US ARMY AVIATION & MISSILE COMMAND<br>AMSAM-AC-LS-U<br>REDSTONE ARSENAL AL 35898-5280 |  | <b>Code</b><br>W58RGZ  | <b>8. Address Offer To (If Other Than Item 7)</b> |  |

**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 2004OCT18 (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.**

|                                  |   |  |
|----------------------------------|---|--|
| <b>10. For Information Call:</b> | <b>Name</b> LESLIE SANDRIDGE<br><b>E-mail address:</b> LESLIE.SANDRIDGE@REDSTONE.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(256)955-9261 |
|----------------------------------|---|--|

**11. Table Of Contents**

| (X)                          | Section | Description                           | Page(s) | (X)  | Section | Description   | Page(s) |
|------------------------------|---------|---------------------------------------|---------|--|---------|---|---------|
| <b>Part I - The Schedule</b> |         |                                       |         | <b>Part II - Contract Clauses</b>                                    |         |   |         |
| X                            | A       | Solicitation/Contract Form            | 1       | X  | I       | Contract Clauses  | 12      |
| X                            | B       | Supplies or Services and Prices/Costs | 3       | <b>Part III - List Of Documents, Exhibits, And Other Attachments</b> |         |   |         |
|                              | C       | Description/Specs./Work Statement     |         | X  | J       | List of Attachments   | 25      |
| X                            | D       | Packaging and Marking                 | 5       | <b>Part IV - Representations And Instructions</b>                    |         |   |         |
| X                            | E       | Inspection and Acceptance             | 6       | X  | K       | Representations, Certifications, and Other Statements of Offerors | 26      |
| X                            | F       | Deliveries or Performance             | 7       |  |         |   |         |
| X                            | G       | Contract Administration Data          | 8       | X  | L       | Instr., Conds., and Notices to Offerors                           | 33      |
| X                            | H       | Special Contract Requirements         | 9       |  | M       | Evaluation Factors for Award                                      |         |

**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)

|  |                         |             |                         |             |
|--|-------------------------|-------------|-------------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b> | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|  |                         |             |                         |             |
|  |                         |             |                         |             |

|  |                   |                 |  |
|--|-------------------|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b><br>TACTAIR FLUID CONTROLS INC.<br>4806 WEST TAFT ROAD<br>LIVERPOOL, NY. 13088-5596 | <b>Code</b> 70236 | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
|--|-------------------|-----------------|--|

|  |   |                      |                       |
|--|---|----------------------|-----------------------|
| <b>15B. Telephone Number (Include Area Code)</b> | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer | <b>17. Signature</b> | <b>18. Offer Date</b> |
|--|---|----------------------|-----------------------|

**AWARD (To be completed by Government)**

|  |                   |   |                       |
|--|-------------------|---|-----------------------|
| <b>19. Accepted As To Items Numbered</b>   | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |                       |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified)  | <b>Item</b>           |
| <b>24. Administered By (If other than Item 7)</b><br>SCD PAS ADP PT  | <b>Code</b>       | <b>25. Payment Will Be Made By</b>  | <b>Code</b>           |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |                   | <b>27. United States Of America</b><br><br>_____<br>/SIGNED/<br>(Signature of Contracting Officer)  | <b>28. Award Date</b> |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-R-0905 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 40 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

SECTION A - SUPPLEMENTAL INFORMATION

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

|     |             |                                |          |
|-----|-------------|--------------------------------|----------|
| A-1 | 52.204-4000 | SIGNATURE AUTHORITY (USAAMCOM) | OCT/2000 |
|-----|-------------|--------------------------------|----------|

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

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

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

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

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

(End of Clause)

|     |             |                           |          |
|-----|-------------|---------------------------|----------|
| A-2 | 52.233-4000 | AMC-LEVEL PROTEST PROGRAM | OCT/1996 |
|-----|-------------|---------------------------|----------|

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

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

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

The AMC-level protest procedures are found at:

[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 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-4. AWARD IS CONTINGENT UPON AVAILABILITY OF FUNDING.

A-5. NO COMPETITION ANTICIPATED, THEREFORE CERTIFIED COST AND PRICING WOULD BE REQUIRED IAW FAR 52.215-10 IF TOTAL PRICE EXCEEDS COST AND PRICE DATA THRESHOLE.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W58RGZ-04-R-0905 MOD/AMD

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 1630-01-098-2057<br>FSCM: 78286<br>PART NR: 70250-01004-101<br>SECURITY CLASS: Unclassified<br><br>ITEM PROCUREMENT RESTRICTED TO APPROVED SOURCES:<br><br>APPROVED SOURCES:<br><br>SIKORSKY AIRCRAFT CO (78286)<br><br>TACTAIR FLUID CONTROLS, INC (70236)<br><br>(End of narrative A001)  |          |      |            |          |
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> CLIN CONTRACT TYPE:<br>Firm-Fixed-Price<br>NOUN: VALVE,DUAL PARKING<br>PRON: AX4F0528AX    PRON AMD: 04<br><br>PACKAGING SHALL BE IN ACCORDANCE WITH THE FOLLOWING MIL-STD-2073-1 CODES:<br><br>JI/A JII JIII JIV JV JVI JVII JVIII JIX/A JX JVIII<br>MP CD PM WM CD CT UC IC PK SM OPI<br>32 1 49 GB BG X EC 00 U OO O<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>MIL STD 2073-1<br>UNIT PACK: 001<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: Minimal<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin    ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u> | 249      | EA   | \$ _____   | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W58RGZ-04-R-0905 MOD/AMD

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | DOC SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001 W58H0Z4205BE01 W25G1U J 1<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br>001 65 31-DEC-2004<br><br>002 60 31-JAN-2005<br><br>003 60 28-FEB-2005<br><br>004 64 31-MAR-2005<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W25G1U) XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001<br><br>(W25G1U) Annotate Commercial and Government truck<br>bills of lading: Delivery through South Gate only.<br>Carrier to call (717) 770-6969/7172 for appointment 24<br>hours in advance of delivery. Appointment hours:<br>Monday through Friday between 0700-1530.<br><br>(End of narrative F001) |          |      |            |        |

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-R-0905 <b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 40 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

SECTION D - PACKAGING AND MARKING

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

|     |             |   |          |
|-----|-------------|---|----------|
| D-1 | 52.208-4700 | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUL/2001 |
|-----|-------------|---|----------|

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

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

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

(End of Clause)

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

Page 6 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

## 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 OR EQUIVELENT 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)

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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 | 52.247-34              | F.O.B. DESTINATION                        | NOV/1991    |
| F-5 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-6 | 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 SCHEDULE

|                 |                 |   |
|-----------------|-----------------|---|
| <u>ITEM NO.</u> | <u>QUANTITY</u> | <u>WITHIN DAYS AFTER</u><br><u>DATE OF CONTRACT</u> |
|-----------------|-----------------|---|

(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-7 | 52.211-4013 | ACCELERATED DELIVERY (AUG 2001)--ALTERNATE I (USAAMCOM) | AUG/2001 |
|-----|-------------|---|----------|

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer.

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 40**

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.

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

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

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

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

(End of clause)

|     |   |          |
|-----|---|----------|
| G-2 | 52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) | MAR/2001 |
|-----|---|----------|

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the Purchase Request Order number when cited in the contract.

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

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

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

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

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

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

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

(End of clause)

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

Page 9 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

## 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

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

Page 10 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 11 of 40****PIIN/SIIN** W58RGZ-04-R-0905**MOD/AMD**

---

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

writing if a proposal is determined to be unacceptable.

(End of clause)

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 12 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

## 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- 8              | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004    |
| I-16 | 52.222- 1              | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-17 | 52.222-4               | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION   | SEP/2000    |
| I-18 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004    |
| I-19 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996    |
| I-20 | 52.222-21              | PROHIBITION ON SEGREGATED FACILITIES   | FEB/1999    |
| I-21 | 52.222-26              | EQUAL OPPORTUNITY  | APR/2002    |
| I-22 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001    |
| I-23 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-24 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001    |
| I-25 | 52.223- 6              | DRUG-FREE WORKPLACE  | MAY/2001    |
| I-26 | 52.225-13              | RESTRICTION ON CERTAIN FOREIGN PURCHASES   | DEC/2003    |
| I-27 | 52.226- 1              | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | JUN/2000    |
| I-28 | 52.227- 1              | AUTHORIZATION AND CONSENT  | JUL/1995    |
| I-29 | 52.227- 2              | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996    |
| I-30 | 52.227- 3              | PATENT INDEMNITY   | APR/1984    |
| I-31 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003    |
| I-32 | 52.232- 1              | PAYMENTS   | APR/1984    |
| I-33 | 52.232- 8              | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-34 | 52.232-11              | EXTRAS   | APR/1984    |
| I-35 | 52.232-17              | INTEREST   | JUN/1996    |
| I-36 | 52.232-23              | ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I   | APR/1984    |
| I-37 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-38 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION   | OCT/2003    |
| I-39 | 52.233- 1              | DISPUTES   | JUL/2002    |
| I-40 | 52.233- 3              | PROTEST AFTER AWARD  | AUG/1996    |
| I-41 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-42 | 52.243- 1              | CHANGES -- FIXED-PRICE   | AUG/1987    |
| I-43 | 52.244- 5              | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| I-44 | 52.246- 2              | INSPECTION OF SUPPLIES--FIXED-PRICE  | AUG/1996    |
| I-45 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES  | APR/1984    |
| I-46 | 52.246-23              | LIMITATION OF LIABILITY  | FEB/1997    |
| I-47 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT  | FEB/1999    |
| I-48 | 52.248- 1              | VALUE ENGINEERING  | FEB/2000    |
| I-49 | 52.249- 2              | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004    |
| I-50 | 52.249- 8              | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-51 | 52.253- 1              | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-52 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                     | MAR/1999    |
| I-53 | 252.204-7000           | DISCLOSURE OF INFORMATION  | DEC/1991    |
| I-54 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-55 | 252.204-7004           | CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A   | NOV/2003    |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W58RGZ-04-R-0905

**MOD/AMD**

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-56 | 252.209-7000           | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY             | NOV/1995    |
| I-57 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                                    | MAR/1998    |
| I-58 | 252.219-7003           | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)                                      | APR/1996    |
| I-59 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | APR/2003    |
| I-60 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | JUN/2004    |
| I-61 | 252.225-7013           | DUTY-FREE ENTRY  | JAN/2004    |
| I-62 | 252.225-7014           | PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I  | APR/2003    |
| I-63 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | MAY/2004    |
| I-64 | 252.225-7025           | RESTRICTION ON ACQUISITION OF FORGINGS   | APR/2003    |
| I-65 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS  | JAN/2004    |
| I-66 | 252.242-7000           | POSTAWARD CONFERENCE   | DEC/1991    |
| I-67 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-68 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-69 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | MAR/2000    |
| I-70 | 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-71 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 their abilities to meet the standards specified for qualification.

(Name) and (Address) U.S. ARMY AND MISSILE COMMAND  
ATTN: AMSAM-RD-SE-IO-TL  
REDSTONE ARSENAL,AL 35898

"(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

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

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-72 252.211-7003 ITEM IDENTIFICATION AND VALUATION

JAN/2004

(a) Definitions. As used in this clause -

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

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

"Concatenated unique item identifier" means --

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

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

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

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

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

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

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

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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

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

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

-1-

-2-

---



---



---

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

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

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

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

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

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

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

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

(4) Marking items.

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

(ii) The issuing agency code --

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

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

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

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

(1) Description. \*

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. \*\*

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

(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.

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

Page 17 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number. \*
- (16) Acceptance code.

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

\*\* Once per item.

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

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

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. \*\*

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

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

(6) Original part number. \*\*

(7) Serial number. \*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

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

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

(End of clause)

I-73

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.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 18 of 40</b> |
|                           | PIIN/SIIN W58RGZ-04-R-0905                       | MOD/AMD              |

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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-74            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

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

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

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

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

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

(End of clause)

I-75            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-76            52.244- 6            SUBCONTRACTS FOR COMMERCIAL ITEMS            JUL/2004

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 19 of 40</b> |
|                           | PIIN/SIIN W58RGZ-04-R-0905                       | MOD/AMD              |

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

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

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

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

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

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

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

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

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

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

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

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

(End of Clause)

I-77            52.246-11            HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)            FEB/1999  
The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI.

(End of clause)

I-78            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):

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W58RGZ-04-R-0905

**MOD/AMD**

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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-79            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-80            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<br/>(NSN and Nomenclature)</u> |
|-------------------------|-----------------|--|
|                         |                 |  |
|                         |                 |  |
|                         |                 |  |
|                         |                 |  |

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

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

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

(END OF CLAUSE)

I-81            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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 21 of 40</b> |
|                           | PIIN/SIIN W58RGZ-04-R-0905                       | MOD/AMD              |

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

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

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-82            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.

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

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

Page 23 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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

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

Total

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

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

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that 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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-R-0905 <b>MOD/AMD</b> | <b>Page 24 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-R-0905 <b>MOD/AMD</b> | <b>Page 25 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>                              | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Attachment 001         | CD DISK - AX4F0528 - P/N: 70250-01004-101 | 05-AUG-2004 | 001                    | MAIL                  |

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

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

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

Page 26 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

|  | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|--|------------------------|--|-------------|
| K-1  | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | APR/1991    |
| K-2  | 52.204-5               | WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)   | MAY/1999    |
| K-3  | 52.222-38              | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS                              | DEC/2001    |
| K-4  | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY              | MAR/1998    |
| K-5  | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003    |
| K-6  | 52.222-18              | CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS                 | FEB/2001    |
| * Insert N/A in the first blank and N/A in the second blank within paragraph (b) of the above referenced clause. |                        |  |             |
| K-7  | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)               | APR/2002    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1000.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

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

Page 27 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 28 of 40</b> |
|                           | PIIN/SIIN W58RGZ-04-R-0905                       | MOD/AMD              |

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

K-8            52.222-18            CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS            FEB/2001

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

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

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

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

Listed End Product

Listed Countries of Origin

-1-

-2-

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

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

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

(End of provision)

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

(a) The offeror certifies that ---

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

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

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

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

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

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 29 of 40**

**PIIN/SIIN** W58RGZ-04-R-0905

**MOD/AMD**

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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

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

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

(END OF PROVISION)

K-10 52.207- 4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

OFFEROR RECOMMENDATIONS

| 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-11 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

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

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

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

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

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

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

(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-12      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<br>Address, City, County, State,<br>Zip Code) | Name and Address of Owner<br>and Operator of the Plant or<br>Facility if Other than Offeror<br>or Quoter |
|  |  |
|  |  |
|  |  |

(END OF PROVISION)

K-13      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.

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-R-0905 <b>MOD/AMD</b> | <b>Page 31 of 40</b> |
| <b>Name of Offeror or Contractor:</b> TACTAIR FLUID CONTROLS INC. |  |                      |

(End of provision)

K-14            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

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

(END OF PROVISION)

K-15            52.227- 6            ROYALTY INFORMATION            APR/1984

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

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

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

(END OF PROVISION)

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

K-16            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992

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

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

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

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from 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)

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 32 of 40****PIIN/SIIN** W58RGZ-04-R-0905**MOD/AMD**

---

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

---

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

Page 33 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

|     |           |  |          |
|-----|-----------|--|----------|
| L-1 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |
|-----|-----------|--|----------|

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

(END OF PROVISION)

|     |           |                  |          |
|-----|-----------|------------------|----------|
| L-2 | 52.216- 1 | TYPE OF CONTRACT | APR/1984 |
|-----|-----------|------------------|----------|

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

(END OF PROVISION)

|     |           |                    |          |
|-----|-----------|--------------------|----------|
| L-3 | 52.233- 2 | SERVICE OF PROTEST | AUG/1996 |
|-----|-----------|--------------------|----------|

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

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

(End of provision)

|     |           |   |          |
|-----|-----------|---|----------|
| L-4 | 52.252- 1 | SOLICITATION PROVISIONS INCORPORATED BY REFERENCE | FEB/1998 |
|-----|-----------|---|----------|

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

FAR Clauses:[www.arnet.gov/far](http://www.arnet.gov/far)DFARS Clauses:[www.dtic.mil/dfars](http://www.dtic.mil/dfars)Clause Deviations:[www.acq.osd.mil/dp/dars/classdev.html](http://www.acq.osd.mil/dp/dars/classdev.html)

(End of provision)

|     |           |                                     |          |
|-----|-----------|-------------------------------------|----------|
| L-5 | 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-6 | 252.217-7026 | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
|-----|--------------|-------------------------------------|----------|

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W58RGZ-04-R-0905

**MOD/AMD**

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| Line  | National | Commercial | Source of Supply |         |          | Actual |
|-------|----------|------------|------------------|---------|----------|--------|
|       | Stock    | Item       | Company          | Address | Part No. | Mfg    |
| Items | Number   | (Y or N)   |                  |         |          |        |
| (1)   | (2)      | (3)        | (4)              | (4)     | (5)      | (6)    |
| _____ | _____    | _____      | _____            | _____   | _____    | _____  |
| _____ | _____    | _____      | _____            | _____   | _____    | _____  |
| _____ | _____    | _____      | _____            | _____   | _____    | _____  |

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none"

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

(End of provision)

L-7            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-8            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-9            52.211-4000            NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OR OTHER THAN NEW MATERIAL (USAAMCOM)            OCT/2000

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

(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.
- 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.

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

( ) 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.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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.

\_\_\_\_\_
\_\_\_\_\_

Name of Offeror or Contractor: TACTAIR FLUID CONTROLS INC.

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.

(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)

(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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 38 of 40</b> |
|                           | PIIN/SIIN W58RGZ-04-R-0905                       | MOD/AMD              |

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

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-11            52.211-4009            SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM)            OCT/1992

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

(End of provision)

L-12            52.215-4001            PRICING INFORMATION (USAAMCOM)            OCT/1992

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

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

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

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

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

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

( ) Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 39 of 40

PIIN/SIIN W58RGZ-04-R-0905

MOD/AMD

**Name of Offeror or Contractor:** TACTAIR FLUID CONTROLS INC.

## ADDITION INFORMATION:

(End of provision)

L-13 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

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

(End of Provision)

L-14 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](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.

