

1. Request No. W58RGZ-04-T-0586	2. Date Issued 2004JUL13	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA1
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5A. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-T REDSTONE ARSENAL AL 35898-5280	6. Deliver by (Date) See Schedule
	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) ROBERT FLANAGAN (256) 842-6220 EMAIL: ROBERT.FLANAGAN@REDSTONE.ARMY.MIL	
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8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2004OCT15	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. Schedule (Include applicable Federal, State, and local taxes)

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

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

NOTE: Additional provisions and representations are are not attached.

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 27**

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.209-4008 NOTICE TO OFFERORS - FLIGHT SAFETY PARTS REQUIRING ENGINEERING TESTING (USAAMCOM)	FEB/1996
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(a) The parts being procured under this solicitation are identified as flight safety parts requiring engineering testing. In accordance with the Army policy pertaining to such parts, this procurement is limited to only those sources (1) who have been approved in accordance with AMCOM (previously ATCOM) source approval procedures and (2) whose part has successfully completed all required engineering testing. Notwithstanding the fact that the technical data package may list sources who have not been tested, only those sources listed in Section B are eligible for award.

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

(End of Clause)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 3110-00-580-3268 FSCM: 99193 PART NR: 1-300-002 <-01 OR -02> SECURITY CLASS: Unclassified																																		
0001AA	<p><u>PROD QTY W/ CONTRACTOR TESTED FIRST ARTICLE</u></p> <p>NOUN: BEARING,BALL,ANNULA PRON: AX4T7101AX PRON AMD: 07</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073 -1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>SERIAL NUMBERS ARE REQUIRED.</p> <p>MIL-STD-129 MARKINGS SHALL APPLY. SERIAL NUMBER PARTS SHALL REQUIRE MIL-STD-129 SERIAL NUMBER MARKINGS.</p> <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 3</p> <p>Units to be tested: 1 Begin First Article Test (FAT): 179 Days After Contract Award (DACA) End FAT: 182 DACA FAT Report Due: 197 DACA FAT Approval/Disapproval: 30 days after Government receipt of FAT report.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W58H0Z3302BB01</td> <td>SW3227</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>74</td> <td>0314</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W58H0Z3302BB01	SW3227	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	74	0314				155	EA	\$ _____	\$ _____
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-T-0586 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 BKSLS543365F782 BKS003 L BKS000 2 <u>PROJ CD BRK BLK PT</u> BKS003</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 81 0314</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BKS003) KOREA EXPRESS USA INC PHONE 201 863 7505 901 CASTLE RD SECAUCUS NJ 07094-1617</p> <p>MARK FOR: OFFICER IN CHARGE SAP TRANSFER BR US ARMY PORT PUSAN MF ROKA TRANSPORTATION BASE DEPOT APO AP 96259</p> <p><u>PROD QTY WITHOUT FIRST ARTICLE TEST</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BEARING,BALL,ANNULA PRON: AX4T7101AX PRON AMD: 07</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-2073-1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>SERIAL NUMBERS ARE REQUIRED.</p> <p>MIL-STD-129 MARKINGS SHALL APPLY. SERIAL NUMBER PARTS SHALL REQUIRE MIL-STD-129 SERIAL NUMBER MARKINGS.</p> <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p>	155	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-T-0586 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W58H0Z3302BB01 SW3227 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 74 0209</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 BKSL543365F782 BKS003 L BKSL00 2 <u>PROJ CD BRK BLK PT</u> BKS003 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 81 0209</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BKS003) KOREA EXPRESS USA INC PHONE 201 863 7505 901 CASTLE RD SECAUCUS NJ 07094-1617</p> <p>MARK FOR: OFFICER IN CHARGE SAP TRANSFER BR US ARMY PORT PUSAN MF ROKA TRANSPORTATION BASE DEPOT APO AP 96259</p>				
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>SECURITY CLASS: Unclassified</p>	1	LO	\$ ** NSP **	\$ ** NSP **

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

Page 7 of 27

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2 52.209-4009 STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS JUL/1996
(USAAMCOM)

(a) The first article shall be in accordance with 1-300-002 <-01 OR -02>. All engineering testing, which is to be performed by the Government, shall be separate and distinct from the first article inspection and test requirement. First article inspections and tests shall include, but are not limited to, the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

Name of Offeror or Contractor:

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

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

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

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

6.1 MANUFACTURING PLANNING:

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

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

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

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

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

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

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

6.3 CRITICAL CHARACTERISTICS:

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

6.3.2 VARIABILITY REDUCTION METHODS: Once the program demonstrates that the critical processes are statistically in control, stable, and capable, the contractor may submit to the PCO for approval its documentation with a request to implement a Statistical Process Control (SPC) program in lieu of 100 percent inspection. This approval authority may be delegated to the Defense Contract Management

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 10 of 27
	PIIN/SIIN W58RGZ-04-T-0586	MOD/AMD

Name of Offeror or Contractor:

Agency (DCMA) by the PCO in which case AMCOM will be informed of any approval or suspension of SPC. At the Government's discretion, 100 percent inspection may be reinstated if the process controls prove inadequate.

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

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

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

6.4 RECORDS:

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

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

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

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

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

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

4 52.247-4005 STATEMENT OF WORK (SOW)--FEDERAL AVIATION ADMINISTRATION (FAA) SEP/1996
 AIRWORTHINESS APPROVAL TAG (USAAMCOM)

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

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

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 27
	PIIN/SIIN W58RGZ-04-T-0586 MOD/AMD	
Name of Offeror or Contractor:		

PACKAGING AND MARKING

5 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)

6 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)

INSPECTION AND ACCEPTANCE

7 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)

8 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)

9 52.246-4009 FLIGHT SAFETY PART SUPPLIER INTERFACE AND OVERSIGHT PROGRAM OCT/2002
 REQUIREMENTS (USAAMCOM)
 This contract is for a Flight Safety part (FSP) and requires special controls as identified in Quality Engineering Standard (QE-STD-1). In addition to the QE-STD-1 requirements, the contractor shall comply with the following:

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

b. Written notification shall be given to the Procurement Contracting Officer (PCO) as soon as possible but at least 30 days prior to first delivery indicating the time frame when the parts being procured under this contract will be actively in production in order

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-T-0586 MOD/AMD	Page 12 of 27
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Name of Offeror or Contractor:

that a Supplier Interface and Oversight Program (SIOP) on-site review can be scheduled if such a review is determined by the Government to be necessary. The Contractor will cooperate with and allow the Government to conduct a SIOP on-site review (1-3 days typically) while the parts are actively in production. This review may also require site visits to critical process subcontractors. The purpose of the SIOP on-site review is to thoroughly review manufacturing processes and documentation for FSP and provide feed-back and direction regarding the FSP program.

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

(End of Clause)

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

10 52.243-4000 ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, NOV/2003
REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, &
SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

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

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

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

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

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

(5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (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 Contractor and the Government.

Name of Offeror or Contractor:

(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 writing if a proposal is determined to be unacceptable.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 15 of 27**

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

(End of clause)

CONTRACT CLAUSES

11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
12	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
14	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
15	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
16	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
17	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
18	52.222-26	EQUAL OPPORTUNITY	APR/2002
19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
22	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
23	52.232- 1	PAYMENTS	APR/1984
24	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
25	52.232-11	EXTRAS	APR/1984
26	52.232-25	PROMPT PAYMENT	OCT/2003
27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
28	52.233- 1	DISPUTES	JUL/2002
29	52.233- 3	PROTEST AFTER AWARD	AUG/1996
30	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
31	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
32	52.247-34	F.O.B. DESTINATION	NOV/1991
33	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
34	52.249- 1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
35	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
36	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
37	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
38	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
39	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
40	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004) - ALTERNATE I	APR/2003
41	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
42	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
43	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III	MAY/2002
44	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001

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

n/a

45	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE I	JAN/1997
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(a) The Contractor shall test ONE unit(s) of Lot/Item 0001AA as specified in this contract. At least 20 calendar days (60 calendar days for contractors located outside the continental United States (OCONUS)) before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 197 calendar days from the date of this contract to the Procurement Contracting Officer (PCO) at the address indicated in the issued by block on page 1 of this document marked "FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. _____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval,

Name of Offeror or Contractor:

approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

(End of clause)

46 52.211- 2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND DEC/2003
STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND
DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L

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

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

(b) By submitting a request to the:

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

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

(End of provision)

47 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

Name of Offeror or Contractor:

fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

48 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)

49 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS JUL/2004

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

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

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

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

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

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

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

Name of Offeror or Contractor:

(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)

50 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

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

Clause Deviations:

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

(End of clause)

51 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)

52 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.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--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-T-0586	Page 19 of 27 MOD/AMD
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Name of Offeror or Contractor: _____

- (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)

53 52.209-4001 FIRST ARTICLE APPROVAL: ALTERNATE OFFERS/BIDS/QUOTES (USAAMCOM) OCT/1992

(a) When supplies identical or similar to those called for in the solicitation have been previously furnished by the offeror/bidder/quoter and have been accepted by the Government, the requirement for First Article Approval may be waived by the Contracting Officer. However, the Contracting Officer may determine the waiver of the First Article Approval requirement is not in the best interest of the Government; therefore, all offerors/bidders/quoters must submit an offer/bid/quote based on compliance with the First Article Approval provisions of this solicitation in order to insure being considered responsive. This offer/bid/quote must appear in the "Offer "A" - First Article Approval - Contractor Testing Required/"Bid "A" - First Article Approval - Contracor Testing Required" portion of Section B for each item requiring First Article Approval.

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

(c) For the purpose of this solicitation the terms "First Article Approval", "Preproduction Inspection", "Preproduction Sample

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

Page 20 of 27

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

Testing", or other similarly described testing are synonymous.

(End of Clause)

54 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001

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

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

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

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

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

(End of Clause)

55 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 27****PIIN/SIIN** W58RGZ-04-T-0586**MOD/AMD**

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PACKAGING REQUIREMENT	31-OCT-2003	001	MAIL
Attachment 002	CRITICAL CHARACTERISTICS		001	MAIL

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

Page 22 of 27

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

56 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR APR/2002
2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332991.

(2) The small business size standard is 750.

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

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

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

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

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

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

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

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

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

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

____ Black American.

____ Hispanic American.

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

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The 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 --

Name of Offeror or Contractor:

"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)

57

52.222-18

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

FEB/2001

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

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable

Name of Offeror or Contractor:

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.

<u>Listed End Product</u>	<u>Listed Countries of Origin</u>
n/a	n/a

(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)

58 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)

59 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.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 25 of 27

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

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

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

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

(END OF PROVISION)

60 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

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

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

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

(End of provision)

61 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)

62 52.246-4005 VERIFICATION OF CONTINUITY OF FROZEN PLANNING (USAAMCOM) OCT/1997

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

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

OR

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

OR

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

(End of provision)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

63 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W58RGZ-04-T-0586

MOD/AMD

Name of Offeror or Contractor:

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)

64 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

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

(End of provision)

65 252.217-7026 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.

(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)	Company	Address	Part No.	Mfg
(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)

66 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 27 of 27
	PIIN/SIIN W58RGZ-04-T-0586	MOD/AMD

Name of Offeror or Contractor:

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

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

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

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

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

(End of provision)