

|                                    |                             |   |   |                |
|------------------------------------|-----------------------------|---|---|----------------|
| 1. Request No.<br>W58RGZ-04-T-1032 | 2. Date Issued<br>2004AUG31 | 3. Requisition/Purchase Request No.<br>See Schedule | 4. Cert For Nat Def. Under BDSA<br>Reg. 2 and/or DMS Reg. 1 | Rating<br>DOA1 |
|------------------------------------|-----------------------------|---|---|----------------|

|   |   |
|---|---|
| <b>5A. Issued By</b><br>US ARMY AVIATION & MISSILE COMMAND<br>AMSAM-AC-LS-T<br>REDSTONE ARSENAL AL 35898-5280<br>W58RGZ | <b>6. Deliver by (Date)</b><br>See Schedule |
| <b>7. Delivery</b><br><input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other                |   |

|  |  |
|--|--|
| <b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b><br>ANGELA MORGAN (256) 955-9309<br>EMAIL: ANGELA.MORGAN@REDSTONE.ARMY.MIL |  |
|--|--|

|  |   |
|--|---|
| <b>8. To: Name and Address, Including Zip Code</b> | <b>9. Destination (Consignee and address, including Zip Code)</b><br><br>See Schedule |
|--|---|

|   |  |
|---|--|
| <b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b><br>2004OCT15 | <b>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.</b> |
|---|--|

**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)        |              |          |                |            |

FMS REQUIREMENT

|  |                                 |                                 |                                 |                         |            |
|--|---------------------------------|---------------------------------|---------------------------------|-------------------------|------------|
| <b>12. Discount For Prompt Payment</b> | <b>a. 10 Calendar Days</b><br>% | <b>b. 20 Calendar Days</b><br>% | <b>c. 30 Calendar Days</b><br>% | <b>d. Calendar Days</b> |            |
|  |                                 |                                 |                                 | Number                  | Percentage |

**NOTE: Additional provisions and representations  are  are not attached.**

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

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-04-T-1032 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 21 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

1. If surplus items will be offered, the following additional documents are required for submittal in order to be considered:
  - a. Contract number and CAGE of the original manufacturer.
  - b. Copy of the contract by which the parts were bought from DRMO, including quantities bought, contract number under which the parts were bought as surplus, date bought, and the selling agency.
  - c. Signed letter from the offeror certifying that the parts are new and are an unused surplus part (zero time).
  - d. List of serial numbers of all parts being offered (if applicable); especially for Flight Safety Parts.
  
2. Offers are required to complete AMCOM Provision 52.211-4000, "Notice to Offerors of Former Government Surplus, Residual Inventory or Other than New Material (USAAMCOM)".

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

FUNDS ARE CURRENTLY NOT AVAILABLE FOR THIS REQUIREMENT BUT WILL BE MADE AVAILABLE PRIOR TO CONTRACT AWARD.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 1615-00-898-0048<br>FSCM: 97499<br>PART NR: 204-011-159-1<br>SECURITY CLASS: Unclassified<br><br><u>OFFER A -FIRST ARTICLE APPROVAL- CONTRACTOR TESTING REQUIRED</u><br><br>(End of narrative A001)  |          |      |            |          |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: SPACER,MAIN ROTOR G<br>PRON: AX4J0135AX PRON AMD: 04<br>AMS CD: 070011<br>FMS CASE IDENTIFIER: NZ-B-KSJ<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>IAW MIL-STD-2073-1 W/CODES<br>LOCATION OF PACKAGING/PACKING/SPECS:<br>ADDENDA: 01<br>UNIT PACK: 001 INTERMEDIATE PACK: 000<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>DD FORM(S) 250 ARE REQUIRED.<br><br>MIL-STD-129 MARKINGS SHALL APPLY.<br><br>BAR CODE MARKINGS ARE WAIVED DUE TO FMS.<br><br>(End of narrative D001)<br><br>PACKAGING AND MARKINGS SHALL BE MIL-STD-2073-1 AND THE FOLLOWING CODES:<br><br>JI/A JII JIII JIV JV JVI JVII JVIII JIX/A JX JVIIIA<br>MP CD PM WM CD CT UC IC PK SM OPI<br>10 1 00 00 NA X ED 00 F 00 0<br><br>(End of narrative D002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL | 4        | EA   | \$ _____   | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
|         | <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>                     001 BNZH5V40820029 DNZ002 L DNZH00 1<br/>                     PROJ CD BRK BLK PT<br/>                     DNZ002</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD<br/>                     001 4 0285</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: OC SUPPLY SQUADRON<br/>                     RNZAF BASE OHAKEA<br/>                     PALMERSTON NORTH<br/>                     NEW ZEALAND</p>  |          |      |              |              |
| 0001AA  | <p><u>OFFER B - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING</u> NOT REQUIRED</p> <p>PRODUCTION QUANTITY<br/>                     PRON: AX4J0135AX</p> <p>Refer to OFFER A for Sections C, D, E and F requirements, EXCEPT Delivery. The Government's REQUIRED delivery schedule for OFFER B, FIRST ARTICLE APPROVAL - Contractor Testing Not Required, is set forth below:</p> <p>REQUIRED DELIVERY SCHEDULE - OFFER B - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING NOT REQUIRED</p> <p>QUANTITY DAYS AFTER CONTRACT<br/>                     4 190</p> <p>(End of narrative F001)</p> | 4        | EA   | \$ _____     | \$ _____     |
| 0002    | <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: SPACER, MAIN ROTOR G<br/>                     SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL</p>  | 1        | EA   | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY        | UNIT                    | UNIT PRICE    | AMOUNT          |              |  |        |  |  |   |  |  |  |  |
|-------------------|---|-----------------|-------------------------|---------------|-----------------|--------------|--|--------|--|--|---|--|--|--|--|
| REL CD<br>001     | <table border="0"> <tr> <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></td> <td>Y00000</td> <td></td> <td></td> <td>3</td> </tr> </table>        | <u>MILSTRIP</u> | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  | Y00000 |  |  | 3 |  |  |  |  |
| <u>MILSTRIP</u>   | <u>ADDR</u>   | <u>SIG CD</u>   | <u>MARK FOR</u>         | <u>TP CD</u>  |                 |              |  |        |  |  |   |  |  |  |  |
|                   | Y00000  |                 |                         | 3             |                 |              |  |        |  |  |   |  |  |  |  |
| DEL REL CD<br>001 | <table border="0"> <tr> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>1</td> <td>0178</td> </tr> </table>  | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | 1             | 0178            |              |  |        |  |  |   |  |  |  |  |
| <u>QUANTITY</u>   | <u>DAYS AFTER AWARD</u>   |                 |                         |               |                 |              |  |        |  |  |   |  |  |  |  |
| 1                 | 0178  |                 |                         |               |                 |              |  |        |  |  |   |  |  |  |  |
|                   | FOB POINT: Destination  |                 |                         |               |                 |              |  |        |  |  |   |  |  |  |  |
|                   | SHIP TO: <u>PARCEL POST ADDRESS</u><br>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br>(SHIP TO) WILL BE FURNISHED BY THE<br>GOVERNMENT 30 DAYS PRIOR TO THE<br>SCHEDULED DELIVERY DATE FOR ITEMS<br>REQUIRED UNDER THIS REQUISITION. |                 |                         |               |                 |              |  |        |  |  |   |  |  |  |  |

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**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|   |  |          |
|---|--|----------|
| 1 | 52.209-4009<br>STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS<br>(USAAMCOM) | JUL/1996 |
|---|--|----------|

(a) The first article shall be in accordance with the terms and conditions set forth in the solicitation and the resultant contract. 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)

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## PACKAGING AND MARKING

2 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)

## DELIVERIES OR PERFORMANCE

3 52.247-29 F.O.B. ORIGIN JUN/1988

4 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

5 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

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

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

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

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

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

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

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

(b) The Contractor shall--

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

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

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

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

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

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

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

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

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied,

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

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prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

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

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

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

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

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

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

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

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

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies (normally on a Government bill of lading) a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight on the Government bill of lading) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_ (carload, truckload, less-load,  
 \_\_\_\_\_ wharf, flatcar, driveaway, etc.)

(END OF CLAUSE)

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## CONTRACT CLAUSES

|    |              |   |          |
|----|--------------|---|----------|
| 6  | 52.211- 5    | MATERIAL REQUIREMENTS   | AUG/2000 |
| 7  | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990 |
| 8  | 52.211-17    | DELIVERY OF EXCESS QUANTITIES   | SEP/1989 |
| 9  | 52.219- 6    | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUN/2003 |
| 10 | 52.222-41    | SERVICE CONTRACT ACT OF 1965, AS AMENDED  | MAY/1989 |
| 11 | 52.232- 1    | PAYMENTS  | APR/1984 |
| 12 | 52.232- 8    | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002 |
| 13 | 52.232-11    | EXTRAS  | APR/1984 |
| 14 | 52.232-25    | PROMPT PAYMENT  | OCT/2003 |
| 15 | 52.233- 1    | DISPUTES  | JUL/2002 |
| 16 | 52.233- 3    | PROTEST AFTER AWARD   | AUG/1996 |
| 17 | 52.246- 2    | INSPECTION OF SUPPLIES--FIXED-PRICE   | AUG/1996 |
| 18 | 52.246-16    | RESPONSIBILITY FOR SUPPLIES   | APR/1984 |
| 19 | 52.247-34    | F.O.B. DESTINATION  | NOV/1991 |
| 20 | 52.247-48    | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT   | FEB/1999 |
| 21 | 52.249- 1    | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)                                  | APR/1984 |
| 22 | 52.253- 1    | COMPUTER GENERATED FORMS  | JAN/1991 |
| 23 | 252.204-7000 | DISCLOSURE OF INFORMATION   | DEC/1991 |
| 24 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992 |
| 25 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | APR/2003 |
| 26 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004) - ALTERNATE I                           | APR/2003 |
| 27 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS   | JAN/2004 |
| 28 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003 |
| 29 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III  | MAY/2002 |
| 30 | 52.209-3     | FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE I (JAN 1997) AND ALTERNATE II (JAN 1997) | SEP/1989 |

(a) The Contractor shall test 1 unit(s) of Lot/Item 0001AA as specified in this contract. At least 30 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 178 calendar days from the date of this contract to the Procurement Contracting Officer (PCO) at the address indicated in the issued by block on page 1 of this document marked "FIRST ARTICLE TEST REPORT: Contract No."to be determined at time of award", Lot/Item No. 0001AA." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(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 Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article

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tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(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)

31            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)

32            52.222-21            PROHIBITION OF SEGREGATED FACILITIES            FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

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

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

(End of clause)

33            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.

**Name of Offeror or Contractor:**

(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)

34 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS

JUL/2004

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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35            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)

36            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)

37            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)

38            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.

**Name of Offeror or Contractor:**

(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)

39 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)

40 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996

(a) TERMINOLOGY.

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

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

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

(End of clause)

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**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>           | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | PACKAGING REQUIREMENTS |             | 002                              |                       |

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

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

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## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

41 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 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, 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 --

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"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)

42            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.

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(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



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www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

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

(End of provision)

47 52.211-4000 NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OCT/2000  
OR OTHER THAN NEW MATERIAL (USAAMCOM)

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

1. General Information.

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

2. Condition Information.

a. The items are:

- ( ) Ready-for-issue.
- ( ) Not Ready-for-issue.

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. \_\_\_\_\_

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3. Source of Items.

a. The items were purchased by the offeror as:

( ) Production rejects.

( ) Production Overrun.

( ) Scrap.

( ) Government Surplus from the Government.

( ) Residual inventory resulting from terminated Government contracts.

( ) Other, describe. \_\_\_\_\_

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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. \_\_\_\_\_

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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. \_\_\_\_\_

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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.

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- Outdoors, covered.
- Roofed.
- Warehouse, climate uncontrolled.
- Warehouse, climate controlled.

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

5. Packaging Information.

The items are:

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

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

7. The items  do,  do not contain serial numbers. If serial numbers are present indicate. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

(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

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and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

48            52.211-4008            REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM)            JUL/2001

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

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

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Explanation of Data Rights: \_\_\_\_\_

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

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

(End of provision)

49            52.227-4000            USE OF GOVERNMENT-FURNISHED TECHNICAL DATA, MICROFICHE, APERTURE            SEP/1996  
CARDS, DISKETTES, AND COMPACT DISKS (USAAMCOM)

(a) The United States Government owns the Technical Data accompanying this solicitation or has the right to use it for competitive procurement. This technical data is only conditionally issued and neither receipt nor possession thereof confers or transfers any right in, or license to use the subject matter thereof, or any design or technical information shown thereon, nor any right to reproduce this technical data, or any part thereof.

(b) Information furnished on aperture cards, diskettes, or compact disks shall not be copied or otherwise used, except to manufacture for the Government in accordance with this procurement, the particular item shown thereon.

(c) In the event you are not interested in supplying these requirements, destroy technical data immediately. In cases of unsuccessful bid, destroy technical data when notification of successful bidder is received, or 90 days after submission of offer. In cases of award, technical data will be destroyed upon completion of performance or termination of the contract.

(End of provision)

**EVALUATION FACTORS FOR AWARD**

50            52.247-50            NO EVALUATION OF TRANSPORTATION COSTS            APR/1984