

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA5	<b>Page</b> 1 of 62
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-01-R-0144	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2002JUL17	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-B ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

**9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2002SEP04 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> ANN HAMERLINCK <b>E-mail address:</b> HAMERLINCKA@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3946
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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**   
(See Section I, Clause No. 52.232-8)

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

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
	<input type="checkbox"/>		

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

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

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

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

THE U.S. ARMY HAS A NEED TO PROCURE PARTS MADE FROM MARAGING STEEL FOR THE M242 GUN. THIS STEEL IS A SPECIALIZED METAL THAT IS PRODUCED BY FEW SUPPLIERS AND IS CHARACTERIZED BY LONG DELIVERY TIMES.

## 1. ACQUISITION METHODOLOGY:

- A. THE GOVERNMENT INTENDS TO AWARD A THREE (3) YEAR FIRM FIXED PRICE REQUIREMENTS CONTRACT WITH THE ABILITY TO EXTEND THE TERMS OF THE CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS IN ACCORDANCE WITH FAR 52.217-9, DECEMBER 31, 2002. SEE FAR 52.216-19, "ORDER LIMITATIONS", 52.216-21, "REQUIREMENTS" AND 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT" CONTAINED IN SECTION I OF THE SOLICITATION FOR ADDITIONAL INFORMATION ON REQUIREMENTS TYPE CONTRACTS. THE GOVERNMENT IS NOT OBLIGATED TO EXTEND THE TERMS OF THE CONTRACT BEYOND THE INITIAL 3 YEAR PERIOD.
- B. BEST VALUE ACQUISITION PROCEDURES UNDER FAR PART 15 USING TRADE-OFF TECHNIQUES WILL BE USED TO DETERMINE WHICH OFFER REPRESENTS THE BEST VALUE TO THE GOVERNMENT. SEE SECTION L, INSTRUCTIONS TO OFFERORS, AND SECTION M, EVALUATION FACTORS FOR AWARD, FOR FURTHER DETAILS.
- C. THE ITEMS BEING PROCURED ARE: CLIN 0001AA - BOLT, BREECH, NSN: 1005-01-089-7778  
CLIN 0002AA - BREECH ASSY, NSN: 1005-01-114-0080  
CLIN 0003AA - PIN, FIRING, NSN: 1005-01-368-8280  
CLIN 0004AA - SLEEVE, FIRING PIN, NSN: 1005-01-088-9128  
CLIN 0005AA - INSERT, BOLT, NSN: 1005-01-430-8942  
CLIN 0006AA - CAM PIN ASSY, NSN: 1005-01-088-4378  
CLIN 0007AA - KEEPER, FIRING PIN, NSN: 1005-01-089-7738
- D. ALL PRICES WILL BE SUBMITTED ON ATTACHMENT 001. THE FIRST ARTICLE COSTS SHALL ALSO BE SUBMITTED ON THESE ATTACHMENTS AS SEPARATE LINE ITEMS.
- E. IF FIRST ARTICLE TEST IS REQUIRED ITS COST WILL BE AMORTIZED WITHIN THE UNIT PRICES OFFERED.
- F. IN ORDER TO BE ACCEPTABLE, AN OFFER MUST INCLUDE PRICES FOR ALL ITEMS, FOR ALL ORDERING PERIODS, AND FOR ALL PRICE RANGES AS WELL AS THE FIRST ARTICLE TEST COST LINES.
- G. PROPOSALS SHALL BE EVALUATED IN ACCORDANCE WITH SECTION M, EVALUATION FACTORS FOR AWARD, THIS SECTION WILL BE USED TO DETERMINE WHICH PROPOSAL REPRESENTS THE BEST VALUE TO THE GOVERNMENT PURSUANT TO FAR PART 15.

## 2. AWARD WILL BE MADE ON AN "ALL OR NONE" BASIS.

## 3. PRICING INFORMATION:

- A. THE OFFEROR SHALL SUBMIT PRICES FOR ALL ITEMS AND ALL QUANTITY RANGES THAT APPLY TO EACH PARTICULAR ITEM ON THE PRICING PAGES (ATTACHMENT 001). IN ADDITION, ALL OFFERORS ARE REQUIRED TO SUBMIT A TOTAL PRICE FOR THE FIRST ARTICLE. THE PRICING PAGES WILL BE INCORPORATED INTO THE REQUIREMENTS CONTRACT AT THE TIME OF AWARD. PRICES MUST BE BASED ON THE GOVERNMENT'S TECHNICAL DATA PACKAGE AND THE REQUIREMENTS CONTAINED IN THIS SOLICITATION.
- B. FOR THE PRODUCTION QUANTITIES, INSPECTION AND ACCEPTANCE SHALL BE ORIGIN AND FOB SHALL BE DESTINATION. FOR THE FIRST ARTICLE TEST REPORT, INSPECTION SHALL BE ORIGIN, ACCEPTANCE SHALL BE DESTINATION, AND FOB POINT SHALL BE DESTINATION.

## 4. QUANTITIES AND ORDERING PERIODS:

- A. THIS SECTION PROVIDES QUANTITIES AND ORDERING INFORMATION FOR THE BOLT, BREECH, BREECH ASSY, PIN, FIRING, SLEEVE, FIRING PIN, INSERT, BOLT, CAM PIN ASSY, KEEPER, FIRING PIN.
- B. THE ORDERING PERIODS, ESTIMATED TOTAL QUANTITIES AND THE ESTIMATED PERCENTAGE OF THE QUANTITIES DELIVERED TO THE FOLLOWING DEPOTS (AN5-NEW CUMBERLAND ARMY DEPOT)(AQ5-TRACY CA) AND (BR4-RED RIVER ARMY DEPOT) BY ORDERING PERIOD ARE AS FOLLOWS:

ORDERING PERIOD (OP) 1

DATE OF AWARD - 2003 DEC 31

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**MOD/AMD**

**Name of Offeror or Contractor:**

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-01-R-0144

**MOD/AMD**

**Name of Offeror or Contractor:**

ORDERING PERIOD (OP) 2                    2004 JAN 01 - 2004 DEC 31  
 ORDERING PERIOD (OP) 3                    2005 JAN 01 - 2005 DEC 31  
 OPTION PERIOD (OP) 4                    2006 JAN 01 - 2006 DEC 31  
 OPTION PERIOD (OP) 5                    2007 JAN 01 - 2007 DEC 31

	(1)	(2)	(3)	(4)	(5)	ESTIMATED % TO EACH DEPOT
BOLT, BREECH						AN5 31%
EST. TOTAL QUANTITY	262	160	232	158	121	AQ5 28%
						BR4 41%
BREECH ASSY						AN5 28%
EST. TOTAL QUANTITY	284	190	175	189	179	AQ5 29%
						BR4 43%
PIN, FIRING						AN5 45%
EST. TOTAL QUANTITY	1404	1320	1527	1371	1130	AQ5 16%
						BR4 39%
SLEEVE, FIRING PIN						AN5 33%
EST. TOTAL QUANTITY	101	103	100	100	100	AQ5 19%
						BR4 48%
INSERT, BOLT						
EST. TOTAL QUANTITY	0	270	0	341	0	BR4 100%
CAM PIN ASSY						AN5 30%
EST. TOTAL QUANTITY	100	100	100	100	100	AQ5 35%
						BR4 35%
KEEPER, FIRING PIN						AN5 29%
EST. TOTAL QUANTITY	805	0	700	0	700	AQ5 39%
						BR4 32%

C. IF AN ORDER IS PLACED AGAINST THE REQUIREMENTS CONTRACT, THE UNIT PRICE PAID WILL BE THE PRICE LISTED BY THE SUCCESSFUL OFFEROR FOR THAT PARTICULAR QUANTITY IN THE STATED QUANTITY RANGE AND ORDERING PERIOD.

5. DELIVERY SCHEDULE INFORMATION:

A. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT. DELIVERY DATES WILL BE FIRM AND DELIVERY FOR ALL EIGHT CLINS WILL COMMENCE AS FOLLOWS:

INITIAL ORDER FOR EACH CLIN WITH FIRST ARTICLE TEST (FAT)

- CONTRACTOR FIRST ARTICLE TEST REPORT DUE 300 DAYS AFTER AN ORDER IS PLACED AGAINST CLINS 0001AA - 0007AA

- FIRST LOT DELIVERIES DUE 480 DAYS AFTER AN ORDER IS PLACED ON ALL CLINS.

- DELIVERIES WITHOUT FIRST ARTICLE WILL BE 275 DAYS ON ALL CLINS AFTER AWARD

B. THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO COMPLETE THE FIRST ARTICLE TEST REPORT IF NOT WAIVED.

6. YOUR ATTENTION IS DRAWN TO SECTION E CLAUSE FAR 52.246-11 ENTITLED "HIGHER LEVEL CONTRACT REQUIREMENT".

**Name of Offeror or Contractor:**

PLEASE NOTE THAT THIS CLAUSE, WHICH REQUIRES CONFORMANCE TO AN INTERNATIONAL STANDARDS ORGANIZATION (ISO) QUALITY SYSTEM FOR PERFORMANCE OF THIS CONTRACT, DOES NOT REQUIRE CERTIFICATION OF COMPLIANCE FOR THE QUALITY SYSTEM BY AN INDEPENDENT STANDARDS ORGANIZATION OR AUDITOR.

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

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-AQ-AR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3224  
 Electronic Mail Address: [ombudsman@ria.army.mil](mailto:ombudsman@ria.army.mil)

e. If you contact the Ombudsman, please provide him with the following information:

**Name of Offeror or Contractor:**

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
TACOM-RI            SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN \_\_\_\_\_            PRICE \$ \_\_\_\_\_  
CLIN \_\_\_\_\_            PRICE \$ \_\_\_\_\_

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**Name of Offeror or Contractor:**

CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_  
 CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_

(End of clause)

(AS7008)

A-5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
                   TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
 (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
 (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
                   TACOM-RI

(OCTOBER 1996)

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

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

A-7 52.243-4510 DIRECT VENDOR DELIVERY  
TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2  
TACOM-RI

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-01-R-0144 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified            TACOM-RI IS THE ONLY AGENCY THAT IS AUTHORIZED TO            MAKE ORDERS AGAINST THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Destination      ACCEPTANCE: Destination</p>			<p>\$ <u>    ** NSP **    </u></p>	<p>\$ <u>    ** NSP **    </u></p>

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**Name of Offeror or Contractor:**For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524331 with revisions in effect as of 07/10/01 (except as follows):

NSN: 1005-01-089-7778

DOCUMENT	DELETE	REPLACE WITH
SPI-12424331	MIL-P-116	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117

12524001, 12524331, 12524332, 12524333, 12524370, 12524390 REPLACE DISTRIBUTION STATEMENT A WITH C.

12524558, 12524771, 12524772, 12534930, 12534934, 12535039 REPLACE DISTRIBUTION STATEMENT A WITH C.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524370 with revisions in effect as of 07/11/01 (except as follows):

NSN: 1005-01-114-0080

DOCUMENT	DELETE	REPLACE WITH
SPI-12524370	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117
	PPP-B-636	ASTM D5118/ASTM D1974
QAR 12524371	MIL-STD-105 AQLS	MIL-STD-1916 VL FOR MINOR AND
	AND TABLE I-ATTRIBUTES	MIL-STD-1916 VL II FOR MINOR
QAR 12524372	SAMPLING INSPECTIONS	CHARACTERISTICS
	MIL-STD-105 AQLS	MIL-STD-1916 VL FOR MINOR AND
	AND TABLE I-ATTRIBUTES	MIL-STD-1916 VL FOR MINOR
	SAMPLING INSPECTIONS	CHARACTERISTICS

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

**Name of Offeror or Contractor:**

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524512 with revisions in effect as of 07/11/01 (except as follows):

NSN: 1005-01368-8280

DOCUMENT	DELETE	REPLACE WITH
SPI-12524512	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-3420	MIL-PRF-3420
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117

DRAWINGS: 12524001, 12524327, 12524330, 12524332, 12524370, 12524390, 12524512, 12524558, 12524706, 12524747 CHANGE DISTRIBUTION STATEMENT A TO STATEMENT C.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524323 with revisions in effect as of 07/10/01 (except as follows):

NSN: 1005-01-088-9128

DOCUMENT	DELETE	REPLACE WITH
SPI-12524323	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-STL-117

DRAWINGS 12524323, 12524558, 12524704 REPLACE DISTRIBUTION STATEMENT A WITH STATEMENT C.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524333 with revisions in effect as of 07/10/01 (except as follows):

NSN: 1005-01-430-8942

DOCUMENT	DELETE	REPLACE WITH
SPI-12524333	MIL-P-116/MIL-P14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF 3150
	MIL-B-117	MIL-DTL-117

DRAWINGS 12524558, 12524772, 12524771 CHANGE DISTRIBUTION STATEMENT A TO C.

DRAWING 12524333 CHANGE DISTRIBUTION STATEMENT A TO C.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which

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apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524335 with revisions in effect as of 08/14/01 (except as follows):

NSN: 1005-01-088-4378

DOCUMENT	DELETE	REPLACE WITH
SPI-12524335	MIL-P-116/MIL-P-14232 MIL-P-3420 MIL-B-121 MIL-B-117	MIL-STD-2073-1 MIL-PRF-3420 MIL-PRF-121 MIL-DTL-117
QAP 12524336	MIL-STD-105 AND AQLS	MIL-STD-1916 VL IV FOR MAJOR AND VL II FOR MINOR CHARACTERISTICS
QAP 12524335	MIL-STD-105 AND AQLS	MIL-STD-1916 VL IV FOR MAJOR AND VL II FOR MINOR CHARACTERISTICS

THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGN DRAWINGS, CITED ELSEWHERE IN THE TECHNICAL DATA, ARE APPROPRIATE FOR USE DURING PERFORMANCE OF THIS CONTRACT TO INSPECT THE APPLICABLE CHARACTERISTICS.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LISTS(S). NONE

ALL OTHER GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE NO LONGER BEING MAINTAINED BY THE GOVERNMENT, MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATION PURPOSES ONLY. EXCEPT FOR THE AIE DESIGNS LISTED ABOVE, THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL OTHER AIE IN ACCORDANCE WITH CLAUSE ES7002 SPECIFIED ELSEWHERE IN SECTION E OF THIS CONTRACT.

QAP 12524335 MINOR 205 VV-L-800 REPLACE WITH MINOR 205 MIL-PRF-3150

DRAWINGS: 12524332, 12524335, 12524336, 12524370, 12524390 SHEET 1, AND 12524558 SHEET 1: CHANGE DISTRIBUTION STATEMENT FROM "A" TO "C".

DRAWING: 12524390 SHEET 2: ADD "DISTRIBUTION STATEMENT C."

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524321 with revisions in effect as of 08/08/01 (except as follows):

NSN:1005-01-089-7738

DOCUMENT	ADD	DELETE	SUBSTITUTE
12524321	-	STATEMENT A	STATEMENT C
12524559 SH 2-5	STATEMENT C	-	-
QS12524321 SH2-3	STATEMENT A	-	-
12524554 SH2-7	STATEMENT C	-	-
12524558 SH1	-	STATEMENT A	STATEMENT C
12524558 SH2-3	STATEMENT C	-	-

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WHEREVER APPLICABLE:

DELETE

SUBSTITUTE

MIL-P-116

MIL-STD-2073-1C/MIL-PRF-3150

MIL-P-3420

MIL-PRF-3420

MIL-STD-105

MIL-STD-1916 VL IV FOR MAJOR AND

AND AQLS

VL II FOR MINOR CHARACTERISTICS

"THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGNS DRAWINGS, CITED ELSEWHERE IN THE TECHNICAL DATA, ARE APPROPRIATE FOR USE DURING PERFORMANCE OF THIS CONTRACT TO INSPECT THE APPLICABLE CHARACTERISTICS

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS

- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LIST(S) NONE

ALL OTHER GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE ARE NO LONGER BEING MAINTAINED BY THE GOVERNMENT, MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATION PURPOSES ONLY. EXCEPT FOR THE AIE DESIGNS LISTED ABOVE, THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL OTHER AIE IN ACCORDANCE WITH CLAUSE ES7002 SPECIFIED ELSEWHERE IN SECTION E OF THIS CONTRACT."

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS  
TACOM-RI

MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NONE

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

NONE

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

NONE

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

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C-3

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

TACOM RI

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## SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will

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permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

This document 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 these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
( )	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000 WITH PARAGRAPH 7.3 EXCLUDED	
( )	QUALITY SYSTEMS MODEL FOR QA	ISO 9003	18 JUL 94	UNTAILORED

(End of clause)

(EF6002)

E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall consist of:

3 EACH 12524323, 12524331, 12524370, 12524512, 12524333, 12524321, AND 12524335 TO ALL DRAWING AND QAR REQUIREMENT

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process

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has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5            52.209-4513            FIRST ARTICLE CONFIRMATORY TEST            MAY/1994  
TACOM-RI

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
3 EACH	BOLT, BREECH	12524331
3 EACH	BREECH ASSY	12524370
3 EACH	PIN, FIRING	12524512
3 EACH	SLEEVE FIRING PIN	12524323
3 EACH	INSERT BOLT	12524333
3 EACH	CAM-PIN ASSY	12524335
3 EACH	KEEPER, FIRING PIN	12524321

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSC-B, Rock Island, IL 61299-7630

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: AMSTA-LC-CSC-B.

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d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-6            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-7            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the

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manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-8            52.246-4540            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000            APR/2001  
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_ NOT CERTIFIED

(2) \_\_\_ CERTIFIED

(i) \_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

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(End of Clause)

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-6	52.247-4531	COGNIZANT TRANSPORTATION OFFICER TACOM-RI	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** DAAE20-01-R-0144

**MOD/AMD**

**Name of Offeror or Contractor:**

(FS7240)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-01-R-0144

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

G-2	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 26 of 62</b>
	PIIN/SIIN DAAE20-01-R-0144 MOD/AMD	

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10 percent (10 %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is hamerlincka@ria.army.mil. The data fax number for submission is (309) 782-6346, ATTN: Ann Hamerlinck.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

H-5	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-01-R-0144

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**Name of Offeror or Contractor:**

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

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

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
	(1)	(2)	Company (4)	Address (4)	Part No. (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 clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-6 52.245-4578 DEMILITARIZATION CLAUSE/ARTILLERY AND PROJECTORS (CATEGORY II(a) - FEB/2002  
TACOM-RI MUNITIONS LIST)

The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under to provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

a. Guns over caliber .50; howitzers, cannons, mortars over 81MM, tank destroyers, grenade and rocket launchers other than man portable types, recoilless rifles over 106MM, torpedo tubes, aircraft external stores, pylons, launchers and ejector/release racks, Navy gun mounts, Navy gun turrets, and shipboard rocket launchers.

b. Key points to be demilitarized: Tubes and gun barrels, launching rails, receivers, breech blocks, breech chambers, breech

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couplings, breech rings, breech housing, breech yokes, breech plugs, trunnion blocks, firing mechanisms, release mechanisms, equilibrators, recoil mechanisms, torpedo tube muzzle and breech doors, turret rings, and armor plate.

## c. Method and degree of demilitarization:

(1) Breeching, breech chambers, breech couplings, breech blocks, breech housing, breech yokes, breech plugs and firing mechanisms (gun and howitzers) will be cut through with the breech block in the closed position and through the firing mechanism. Equivalent cutting of the breech ring, breech chambers, breech block, and firing mechanism as separate items is acceptable.

(2) M3 and M24 Series 20MM automatic guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. Cutting will be performed in accordance with the following procedure:

(a) One cut through body of the receiver to the rear of the cradle (with bolt assembly remaining in the weapon if furnished with the assembly).

(b) One cut through the heavy portion of the barrel, the gas operating system and recoil spring.

(c) Torch the chamber opening in the barrel and forward portion of the bolt, if assembled in weapons, sufficiently to create a metal puddle.

(d) 20MM feeders will be demilitarized by cutting, shearing or crushing.

(e) Weapon accountability will be dropped on a unit basis after demilitarization has been completed.

(3) Receivers (30-MM guns) will be cut into three sections by cutting through the barrel support section, with a second cut through the slideways.

(4) Rocket launchers and grenade launchers extruded and cast aluminum construction lend themselves to destruction by crushing. Crushing will be accomplished by hydraulic or similar press or by placing on a hard surface and flattened by a steel track crawler type vehicle.

(5) Receivers (casing) (40-MM guns) will be cut completely through the casing body assembly near the rammer tray.

(6) Barrels (guns and howitzers) will be cut into two pieces, the cut being made as near the point of origin of the rifling as possible but not more than one-third of the barrel length from the breech face of the tube. Combat vehicle artillery will be cut just in front of the mantelet or shield.

(7) Trunnions, trunnion bearings, and trunnion bearing caps (not dissembled) will be cut completely through diagonally.

(8) Mortars will be cut by torch or crushed.

(a) When the cutting method is used, the tube will be cut into two pieces, the cut being made one-third of the length of the tube from the cap end. The cap will be cut into three pieces, the cut being made diagonally through the cap.

(b) When the crushing method is used, the mortar tube will be crushed (inner surfaces of the tube touching) for a distance of 8 inches, extending from base cap end toward muzzle end of tube. The base cap will be crushed until the largest diameter of cap is out of round by a minimum of 1 inch.

(9) Rocket launchers, including rails, will be cut, crushed, or broken to render them nonreclaimable.

(10) Military flame thrower mechanisms will be cut crushed or broken.

(11) Hydropneumatic recoil and equilibrators mechanisms.

WARNING: Demilitarization of recoil mechanisms and equilibrators must be accomplished by qualified personnel only.

(a) Prior to the release of hydropneumatic recoil and equilibrators mechanisms (which in a broad sense includes counter-recoil (recuperator) mechanisms) to the DPDO, reserve oil will be drained and nitrogen pressure released by technically qualified personnel in accordance with instructions in the pertinent technical manual.

WARNING: Oil and nitrogen release valves and drain plugs will be left open during cutting operations.

If the nitrogen pressure cannot be released due to a faulty valve, a 1/8 inch hole will be drilled by technically qualified personnel in the wall of the nitrogen cylinder 6 inches from the nitrogen end to release the pressure.

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WARNING: Extreme caution should be exercised while drilling the hole in the nitrogen cylinder wall. A suitable safety shield should be used to protect personnel from the drill shavings that are expelled from the hole when drill enters the nitrogen cylinder. Protection should also be provided for eyes, face, arms, and hands of personnel performing the operation.

To prevent a possible internal buildup of oxygen and acetylene in the nitrogen cylinder during cutting operation, a 1/2 inch hole will be drilled 6 inches from the end of the nitrogen cylinder. To perform this operation on the 155MM, 175MM and 8-inch howitzer mechanisms, a section of the cover or housing unit must be cut away. (NOTE: If a 1/8 inch hole has been drilled (1 above), enlarge this hole to 1/2 inch.)

(b) Enlarge the 1/2 inch hole with a gas-cutting torch by removing a section of at least 2 square inches from the nitrogen or recuperator cylinder.

NOTE: If qualified explosives personnel are available, a satisfactory hole can be made by the use of a shaped charge instead of drilling and cutting with a torch.

(c) The recoil rod and counter-recoil rod, if present, will cut completely through and flush with the recoil and counter-recoil cylinder. Hydropneumatic equilibrators such as those on the 155MM and 175MM guns and 8-inch howitzer will be cut.

(12) Hydrospring recoil and equilibrator cylinder.

(a) Drain off from hydrospring recoil cylinders. On hydrospring cylinders, cut through cylinder lengthwise, the cut to be 4 inches or more in length and of sufficient depth to cut through at least two coils of the spring. Concentric-type recoil mechanisms will be cut through the cradle in the most accessible area, the cut to be of sufficient length and depth to cut at least two coils of the spring.

Warning: Hydrospring recoil and equilibrator mechanisms contain springs under high pressure; therefore, extreme caution must be exercised. Demilitarization must be performed by technically qualified personnel only. No attempt should be made to cut the cylinder in two pieces without prior release of spring tension.

(b) In the case of the 40MM automatic gun, proceed as in 1 through 4 below:

1. Remove the two drain plugs near the front of the recoil of the recoil cylinder(s) and drain the recoil oil.
2. At a point just behind the recoil cylinder attaching bracket, cut completely through tube of casing body assembly, recoil cylinder(s), and barrel assembly(s) (if barrel is installed on gun).
3. Open top cover(s) and cut longitudinally through top portion of breechring(s) and breechblock(s).
4. At a point between the front and rear loader guides, cut completely through breech casing body(s) and tray(s).

(c) In the case of the 37MM automatic gun, cut completely through the gun tube and counter-recoil (recuperator) mechanism, and cut completely through the middle of the trunnion bearing, trunnion, and trunnion bearing cap at a 45 degree angle.

(13) Spring-type equilibrators such as the type used on the 105MM howitzers of the M2-series will be cut through both inner and outer spring.

(14) Torpedo Tubes.

(a) If the ship is to be scrapped in the United States:

1. The breechring will be removed by cutting or sawing from the torpedo tube barrel. The point of cut in the barrel will be approximately 6 to 12 inches forward from face of the breechring.
2. All muzzle and breechdoors will be cut into two pieces of approximately equal sizes.

(b) If the ship is to be scrapped outside the United States:

1. Remove the breechdoor and cut in half.
2. Remove the rotating breechlocking ring and cut in half.
3. Cut the breech end of the tube approximately 6 to 12 inches from the breechface.
4. Secure the muzzle door operating shaft against movement by pinning it in place.

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- (15) Grenade projector mounts, grenade mounts, as used in M551 armored reconnaissance airborne vehicle will be demilitarized by cutting to destroy the firing solenoid.
- (16) Navy gun mounts, Navy gun turrets, and other armored items. Cut armor into at least for approximately equal sized pieces to destroy integrity. Cut turret rings in two places.
- (17) Top carriages and bottom carriages, mounts, and outriggers will be cut through below the trunnion bearings.
- (18) Pylons and ejector/release racks will be cut across their breech and jettison openings. The area of release linkage will be crushed.
- (19) Technical data will be demilitarized by burning, shredding or pulping.

d. Contractor Requirements:

- (1) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.
- (2) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- (3) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

NOTE: As an alternative method of demilitarization, any complete weapons and repair parts, key points included in this Item 2, which are small enough to fit in the furnace at Rock Island Arsenal (RIA) without cutting may be demilitarized by melting as outlined in the instruction contained in enclosure 'Demilitarization of Surplus Small Arms Weapons and Parts.' Exception is made to equilibrators and recoil mechanisms which will not be demilitarized by melting. The dimensions of the furnace firebox at RIA are: 4 feet 6 inches diameter by 4 feet deep.

(End of clause)

(HS7515)

H-7                      52.247-4545                      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION                      MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

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(End of Clause)

(HS7600)

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## SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-12	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-14	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-25	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-26	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-30	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-36	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-37	52.232-25	PROMPT PAYMENT	FEB/2002
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-39	52.233-1	DISPUTES	JUL/2002
I-40	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-43	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002

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I-44	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-52	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-53	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-54	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-55	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-56	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-58	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-59	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-60	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-61	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-62	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-63	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-64	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-65	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-66	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-67	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-68	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-69	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-70	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-71	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-72	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-73	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-74	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-75	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through THE LAST DAY OF THE 3 YEAR CONTRACT (OR AS EXTENDED BY OPTION) .

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-76            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of N/A;
- (2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-77            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A.

(End of clause)

(IF6031)

I-78 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor before the expiration of the current requirements contract..

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(End of Clause)

(IF6071)

I-79 52.232-16 PROGRESS PAYMENTS FEB/2002

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

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(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's

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approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

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(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the FIRST date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make

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payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IF6182)

I-80 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-81 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the

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United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-82            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE            JAN/1997

II

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days 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 \*\* calendar days from the date of this contract to \* 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, 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 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.

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(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.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-83            52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH            JUL/1995  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-84            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-85            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-86

52.227-1

AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-87

52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a

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rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-88            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 DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is

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indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-89            252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      OCT/2001  
                   DFARS

(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 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 from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/0.0/0.2/reports/modified/xls>.

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed 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)

(IA7009)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL/DD FORM 1423)	06-AUG-2001	002	
Attachment 001	PRICING SHEET FOR ALL SEVEN ITEMS		004	
Attachment 002	DOCUMENT SUMMARY LIST		002	
Attachment 003	PAST PERFORMANCE INFORMATION WORKSHEET		003	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

**Name of Offeror or Contractor:**

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

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

K-5      52.219-1      SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I      APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 3499.

(2) The small business size standard is 500.

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

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

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

- (i) 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 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 place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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- (ii) it  
\_\_\_ is  
\_\_\_ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(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 name 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 the offeror 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 Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

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

(1) Means a small business concern -

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a 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," as used in this provision, 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 veteran (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," as used in this provision, 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.

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(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a 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)

(KF6014)

K-6            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

(End of Provision)

(KF7005)

K-7            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

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in this solicitation is (are) economically advantageous to the Government.

Blank lines for offeror name and details.

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

OFFEROR RECOMMENDATIONS

Table with columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL. Includes blank rows for data entry.

(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)

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

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

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

(A) Are ( ) are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( ) are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having

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primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

K-9                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- ( ) intends,
  - ( ) does not intend
- (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

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

Name and Address of Owner and  
Operator of the Plant or Facility if  
Other Than Offeror or Respondent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Provision)

(KF7023)

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K-10            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 subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-11            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)

(KF7020)

K-12            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(Note: The offeror must check the appropriate paragraph(s).)

\_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

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EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

K-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999 DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Table with 2 columns: Line Item Number, Country of Origin. Includes two blank rows for data entry.

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Table with 2 columns: Line Item Number, Country of Origin (If known). Includes two blank rows for data entry.

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(End of Provision)

KA7702

K-14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA  
DFARS

AUG/1992

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

(KA7500)

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

## SECTION L: INSTRUCTIONS TO OFFERORS

OFFERORS MUST SUBMIT THEIR PROPOSALS IN A SINGLE SUBMISSION PRIOR TO THE CLOSING DATE AND TIME LISTED ON PAGE ONE OF THE SOLICITATION.

## A. DEFINITIONS RELEVANT TO THIS SOLICITATION:

1. PAST PERFORMANCE INFORMATION: AS USED IN THIS SOLICITATION, IS RELEVANT INFORMATION REGARDING AN OFFEROR'S PERFORMANCE SUCCESS UNDER PREVIOUSLY AWARDED CONTRACTS. THE PERFORMANCE INFORMATION SUBMITTED BY THE OFFEROR AND INFORMATION OBTAINED FROM SOURCES EXTERNAL TO THE GOVERNMENT ON NON-GOVERNMENT CONTRACTS AND INTERNAL U.S. ARMY/DOD SOURCES AND DATA BASES MAY INCLUDE BUT ARE NOT LIMITED TO:

- a. INTERVIEW/QUESTIONNAIRE INPUT FROM HISTORICAL CONTRACT ADMINISTRATORS.
- b. PAST PERFORMANCE AUTOMATED INFORMATION SYSTEM (PPAIS).
- c. PAST PERFORMANCE INFORMATION SYSTEM (PPIMS).
- d. MECHANIZATION OF CONTRACT ADMINISTRATION SERVICES SYSTEM (MOCAS).
- e. ANY OTHER AVAILABLE INFORMATION MAY BE INVESTIGATED TO ASSESS AND RATE PERFORMANCE RISK.

2. RECENT AND RELEVANT CONTRACTS: AS DEFINED AND USED IN THIS SOLICITATION, ARE PAST OR CURRENT, COMMERCIAL, FOREIGN OR GOVERNMENT (FEDERAL, STATE, LOCAL), CONTRACT (S) THAT WERE PERFORMED WITHIN THE PAST THREE (3) YEARS. THE GOVERNMENT IS ESPECIALLY INTERESTED IN CONTRACTS THAT ARE SIMILAR IN SIZE AND COMPLEXITY TO THIS SOLICITATION WHERE THE OFFEROR HAS DEMONSTRATED THAT IT HAS BEEN THE PRIME CONTRACTOR/SUPPLIER. THESE CONTRACT REFERENCE(S) COULD BE CURRENTLY ON GOING AND IN THE PROCESS OF BEING DELIVERED AND PARTIALLY COMPLETED, OR DELIVERED IN FULL AND COMPLETED SOMETIME WITHIN THE PAST THREE (3) YEARS. THE CHARACTERISTICS BELOW DESCRIBE RELEVANT CONTRACT FEATURES. THE FOLLOWING CHARACTERISTICS ARE IN DESCENDING ORDER OF IMPORTANCE FROM THE MOST RELEVANT TO THE LEAST RELEVANT WHERE THE OFFEROR HAS DEMONSTRATED THEY HAVE BEEN THE PRIME CONTRACTOR/SUPPLIER. NO CONTRACT REFERENCE PROVIDED BY THE OFFEROR HAS TO MEET ALL THE CHARACTERISTICS LISTED BELOW:

- a. M242 AUTOMATIC GUN BREECH BOLT AND/OR M242 MACHINE GUN BREECH ASSEMBLIES MADE OF MARAGING STEEL, WITH NITRIDING PROCESSES AND THAT MEETS ARMY TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS.
- b. M242 AUTOMATIC GUN COMPONENTS MADE OF MARAGING STEEL, WITH NITRIDING PROCESSES AND/OR HEAVY PHOSPHATE COATING THAT MEETS ARMY TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS.
- c. OTHER AUTOMATIC GUN COMPONENTS MADE OF STEEL, WITH NITRIDING AND/OR HEAVY PHOSPHATE COATING THAT MEETS THE REQUIREMENTS OF OTHER GOVERNMENT SERVICES OR FEDERAL AGENCIES.

3. PERFORMANCE RISK: AS USED IN THIS SOLICITATION, ARE THOSE RISKS ASSOCIATED WITH THE PROBABILITY OR LIKELIHOOD THAT AN OFFEROR WILL SUCCESSFULLY PERFORM THE SOLICITATION REQUIREMENTS AS INDICATED BY THE OFFEROR'S RECORD OF CURRENT AND PAST PERFORMANCE. SOME ASPECTS OF PERFORMANCE RISK MAY INCLUDE THE FOLLOWING:

- a. THE OFFEROR'S CURRENT AND PRIOR PERFORMANCE RECORD CONFORMING TO SPECIFICATIONS, STANDARDS, QUALITY, AND GOOD WORKMANSHIP.
- b. THE OFFEROR'S ADHERENCE TO CONTRACT REQUIREMENTS (SUCH AS DELIVERY SCHEDULES) AND ADMINISTRATIVE ASPECTS OF CONTRACT.
- c. THE GENERAL ASPECTS OF OVERALL PERFORMANCE UNDER THE TERMS OF THE CONTRACT.
- d. THE OFFEROR'S BUSINESS RELATIONS, HISTORY OF REASONABLE AND COOPERATIVE BEHAVIOR AND ITS COMMITMENT TO CUSTOMER SATISFACTION.

B. PAST PERFORMANCE INFORMATION SUBMISSION: SINCE WE MAY NOT INTERVIEW ALL THE SOURCES PROVIDED BY THE OFFEROR, THE BURDEN OF PROVIDING THOROUGH, COMPLETE, ACCURATE, AND UP TO DATE PAST PERFORMANCE INFORMATION REMAINS WITH EACH OFFEROR. WE DO NOT ASSUME THE DUTY TO SEARCH FOR DATA OR TO CORRECT INCOMPLETE PROPOSAL SUBMISSIONS OR TO CURE PROBLEMS WE FIND IN PROPOSALS. WE MAY (a) ASSIGN A HIGHER RISK RATING, (b) ASSIGN A "NEUTRAL" RATING, OR (c) REJECT A PROPOSAL IF IT DOES NOT CONTAIN THE

**Name of Offeror or Contractor:**

REQUIRED INFORMATION NOTED BELOW.

1. PERFORMANCE RISK/PAST PERFORMANCE

a. SUCCESSFUL CONTRACT REFERENCES: THE OFFEROR SHALL INCLUDE CONTRACT REFERENCES AS PART OF ITS PROPOSAL SUBMISSION ON RECENT, RELEVANT CONTRACTS AS DEFINED ABOVE. THE NUMBER OF SUBMISSIONS SHOULD BE NO MORE THAN FIVE (5) RELEVANT AND RECENT CONTRACTS AND SHALL INCLUDE AS A MINIMUM THE FOLLOWING INFORMATION LISTED IN SUBPARAGRAPHS (1)-(9) BELOW. THE FORMAT FOR SUBMISSION OF THIS INFORMATION SHALL BE AT THE DISCRETION OF THE OFFEROR AND SHALL BE SUBMITTED ELECTRONICALLY AS REQUIRED BY THE SOLICITATION. A TEMPLATE FOR PAST PERFORMANCE IS INCLUDED AS ATTACHMENT 003. IT IS HIGHLY RECOMMENDED THAT THIS TEMPLATE BE USED. INFORMATION TO BE PROVIDED IN RESPONSE TO THIS SECTION IS AS FOLLOWS:

(1) CONTRACT NUMBER AND AWARD DATE.

(2) ITEMS(S) AND OR SERVICES PROVIDED, INCLUDING NATIONAL STOCK NUMBER (NSN), PRODUCT DESCRIPTION, PART NUMBER.

(3) A DETAILED EXPLANATION OF THE RELEVANCE OF THE CONTRACT REFERENCE AS DEFINED IN THE RECENT/RELEVANT DEFINITIONS OR PARAGRAPH A.2.

(4) CONTRACT VALUE

(5) INCLUDE ALL TECHNICAL INNOVATIONS AND ENGINEERING CHANGES THAT IMPROVED THE QUALITY OF PERFORMANCE ASPECTS OF THE DELIVERED PRODUCT.

(6) CONTRACTING ACTIVITY OR COMMERCIAL MAILING ADDRESS.

(7) DELIVERY SCHEDULE/PERFORMANCE: FOR ANY CONTRACT, WHICH DID NOT MEET OR IS CURRENTLY NOT MEETING THE ORIGINAL SCHEDULE (S), OR TECHNICAL PERFORMANCE REQUIREMENTS, PROVIDE A BRIEF EXPLANATION OF REASON(S) FOR THE SHORTCOMING, ANY CORRECTIVE ACTIONS TAKEN TO AVOID RECURRENCE, AND THE EXTENT TO WHICH THE CORRECTIVE ACTION HAS BEEN SUCCESSFUL. LIST EACH TIME THE DELIVERY SCHEDULE WAS REVISED AND PROVIDE AN EXPLANATION OF WHY THE REVISION WAS NECESSARY. ALSO PROVIDE A COPY OF ANY CURE NOTICES OR SHOW CAUSE LETTERS RECEIVED ON EACH CONTRACT LISTED AND A DESCRIPTION OF ANY CORRECTIVE ACTIONS TAKEN.

(8) INCLUDE ALL QUALITY PROBLEMS (i.e. INTERNAL/EXTERNAL CUSTOMER COMPLAINTS, LOT/FIRST PIECE FAILURES, AUDIT FINDINGS CLASSIFIED AS MAJOR, etc.) ENCOUNTERED IN PERFORMANCE OF THE CONTRACT AND ADDRESS DEMONSTRATED CORRECTIVE ACTIONS IMPLEMENTED AS A RESULT OF THE PROBLEM ENCOUNTERED. ALSO, IF APPLICABLE, IDENTIFY ANY SIGNIFICANT ACHIEVEMENTS ASSOCIATED WITH CONTRACT PERFORMANCE.

(9) POINT(S) OF CONTACT, INCLUDING NAMES, JOB TITLES, TELEPHONE AND FAX NUMBERS, AND EMAIL ADDRESSES FOR BOTH GOVERNMENT AND NON-GOVERNMENT POSITIONS.

b. OTHER CONTRACT REFERENCE: IN ADDITION TO THE SUCCESSFUL CONTRACT REFERENCES, THE OFFEROR SHALL ALSO IDENTIFY THE SAME INFORMATION AS REQUIRED IN PARAGRAPH B.1.a.(1)-(9) FOR RECENT CONTRACT(S) WITHIN THE LAST THREE (3) YEARS, IN WHICH YOU WERE EITHER THE PRIME OR THE SUBCONTRACTOR THAT MAY HAVE BEEN TERMINATED, OR CANCELLED FOR ANY REASON, IN WHOLE OR IN PART. IF THERE WERE NONE, PLEASE STATE THAT.

2. PRICE

a. THE OFFEROR WILL ENTER PRICES FOR EACH CLIN, FOR ALL FIVE YEARS, AND FOR ALL RANGE QUANTITIES SPECIFIED ON THE PRICE EVALUATION SPREADSHEETS (ATTACHMENT 001).

b. THE OFFEROR WILL ALSO ENTER FOR EACH ITEM A FIRST ARTICLE TEST (FAT) COST IN THE SPACES PROVIDED ON THE PRICE EVALUATION SPREADSHEETS. ALL UNIT PRICES WILL BE BINDING.

c. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

d. OFFERORS MAY BE REJECTED AS UNACCEPTABLE IF THEY CONDITION THEIR PROPOSALS TO SPECIFIC

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**Name of Offeror or Contractor:**

ORDERING QUANTITIES OR ORDERING PERIODS.

\*\*\* END OF NARRATIVE L 001 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A5 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.

(LF6014)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from THE CONTRACTING OFFICER, AMSTA-LC-CSC-B. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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**Name of Offeror or Contractor:**

(c) In this procurement, you may not protest to the GSBGA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

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

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

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

L-10            52.215-4510            ELECTRONIC BIDS/OFFERS            NOV/2001  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaisbids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<[https://aais.ria.army.mil/aais/Padds\\_web/index.html](https://aais.ria.army.mil/aais/Padds_web/index.html)>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.



**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## SECTION M: EVALUATION FACTORS FOR AWARD

A. BASIS OF AWARD: THE GOVERNMENT PLANS TO AWARD A SINGLE CONTRACT AS A RESULT OF THIS SOLICITATION. AWARD WILL BE BASED ON THESE FACTORS AS OUTLINED BELOW:

1. PERFORMANCE RISK/PAST PERFORMANCE WILL BE EVALUATED FOR EACH PROPOSAL. PERFORMANCE RISK/PAST PERFORMANCE IS SLIGHTLY MORE IMPORTANT THAN PRICE. PERFORMANCE RISK/PAST PERFORMANCE IS THE MOST IMPORTANT FACTOR WITH PRICE SLIGHTLY LESS IMPORTANT.

2. IN MAKING ITS AWARD DETERMINATION, THE GOVERNMENT WILL USE A TRADEOFF PROCESS. THIS PROCESS PERMITS TRADEOFFS AMONG COST OR PRICE AND THE NON-COST FACTORS; AND IT ALLOWS THE GOVERNMENT TO ACCEPT OTHER THAN THE LOWEST PRICED PROPOSAL.

3. AWARD WILL BE MADE TO THE OFFEROR WHO PROVIDES THE GOVERNMENT THE BEST VALUE CONSIDERING ANY APPROPRIATE TRADEOFFS BETWEEN PERFORMANCE RISK/PAST PERFORMANCE AND PRICE. HOWEVER, WHEN THE EVALUATION RATINGS FOR ALL OFFERORS IN THE AREA OF PERFORMANCE RISK/PAST PERFORMANCE TEND TO EQUALIZE, PRICE MAY BECOME MORE IMPORTANT.

4. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD TO OTHER THAN THE LOW PRICED OFFEROR.

5. THE GOVERNMENT MAY REJECT ANY PROPOSAL THAT IS UNREALISTICALLY HIGH OR LOW IN PRICE.

6. PROPOSAL THAT DO NOT CONTAIN THE INFORMATION REQUESTED IN SECTION L (INSTRUCTIONS TO OFFERORS) RISK REJECTION OR "HIGH RISK" RATING BY THE GOVERNMENT.

7. THE GOVERNMENT MAY AWARD WITHOUT DISCUSSIONS; CONSEQUENTLY, IT IS YOUR RESPONSIBILITY TO SUBMIT A PROPOSAL THAT CONFORMS TO ALL OF THE TERMS AND CONDITIONS OF THE SOLICITATION AND CONTAINS YOUR BEST OFFER. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS.

## B. EVALUATION CRITERIA

## 1. PERFORMANCE RISK/PAST PERFORMANCE

a. THE GOVERNMENT WILL EVALUATE AND RATE THE PERFORMANCE RISK/PAST PERFORMANCE OF EACH OFFEROR. RATINGS WILL BE BASED ON RELEVANT PAST PERFORMANCE INFORMATION PROVIDED BY THE OFFEROR AND INFORMATION OBTAINED FROM OTHER SOURCES. IN ASSESSING AN OFFEROR'S PERFORMANCE RISK, THE GOVERNMENT MAY CONSIDER THE OFFEROR'S CURRENT AND PRIOR PERFORMANCE RECORD OF CONFORMING TO SPECIFICATIONS, STANDARDS, QUALITY, AND GOOD WORKMANSHIP; THE CONTRACTOR'S ADHERENCE TO CONTRACT REQUIREMENTS (SUCH AS DELIVERY SCHEDULES) AS ADMINISTRATIVE ASPECTS OF THE CONTRACT; THE GENERAL ASPECTS OF OVERALL PERFORMANCE UNDER THE TERMS OF THE CONTRACT; THE CONTRACTOR'S BUSINESS RELATIONS, HISTORY OF REASONABLE AND COOPERATIVE BEHAVIOR AND ITS COMMITMENT TO CUSTOMER SATISFACTION; AND GENERALLY, THE OFFEROR'S BUSINESS-LIKE CONCERN FOR THE INTERESTS OF THE CUSTOMER. A SIGNIFICANT ACHIEVEMENT, PROBLEM/PROBLEM RESOLUTION OR LACK OF RELEVANT DATA IN ANY ELEMENT CAN BECOME AN IMPORTANT CONSIDERATION IN THE SELECTION PROCESS.

b. THE FOLLOWING CHARACTERISTICS ARE IN DESCENDING ORDER OF IMPORTANCE FROM THE MOST RELEVANT TO THE LEAST RELEVANT WHERE THE OFFEROR HAS DEMONSTRATED THEY HAVE BEEN THE PRIME CONTRACTOR/SUPPLIER:

(1) M242 AUTOMATIC GUN BREECH BOLT AND/OR M242 MACHINE GUN BREECH ASSEMBLIES MADE OF MARAGING STEEL, WITH NITRIDING PROCESSES THAT MEETS ARMY TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS.

(2) M242 AUTOMATIC GUN COMPONENTS MADE OF MARAGING STEEL, WITH NITRIDING PROCESSES AND/OR HEAVY PHOSPHATE COATING THAT MEETS ARMY TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS.

(3) OTHER AUTOMATIC GUN COMPONENTS MADE OF STEEL, WITH NITRIDING PROCESSES AND/OR HEAVY PHOSPHATE COATING THAT MEETS THE REQUIREMENTS OF OTHER GOVERNMENT SERVICES OR FEDERAL AGENCIES.

c. A NEGATIVE FINDING IN ANY EVALUATION CRITERIA MAY RESULT IN AN OVERALL HIGH-RISK RATING. OFFERS UNDER THIS FACTOR WILL BE RATED AS FOLLOWS:

o VERY LOW RISK: BASED ON THE OFFEROR'S PAST PERFORMANCE, VERY LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.

**Name of Offeror or Contractor:**

- o LOW RISK: BASED ON THE OFFEROR'S PAST PERFORMANCE, LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- o MODERATE RISK: BASED ON THE OFFEROR'S PAST PERFORMANCE, SOME DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- o HIGH RISK: BASED ON THE OFFEROR'S PAST PERFORMANCE, SIGNIFICANT DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- o NEUTRAL: A LEVEL OF RISK COULD NOT BE DETERMINED AND IS UNKNOWN. NO RELEVANT PERFORMANCE RECORD WAS IDENTIFIED OR LOCATED.

d. IN CONDUCTING THE PAST PERFORMANCE RISK EVALUATION, THE GOVERNMENT MAY USE RELEVANT DATA AND INFORMATION EXTRINSIC TO THE PROPOSAL, WHICH IS OTHERWISE AVAILABLE TO THE GOVERNMENT. SINCE THE GOVERNMENT MAY NOT NECESSARILY INTERVIEW ALL SOURCES PROVIDED BY OFFERORS, IT IS INCUMBENT UPON THE OFFEROR TO DESCRIBE THE RELEVANCE OF THE DATA PROVIDED. WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION RESTS WITH OFFERORS. THEREFORE, OFFERORS ARE REMINDED TO INCLUDE ALL RELEVANT PAST EFFORTS AND NECESSARY INFORMATION, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS IN THEIR PROPOSAL.

**2. PRICE**

a. THE GOVERNMENT WILL EVALUATE PRICES PROPOSED FOR EACH CLIN, ORDERING PERIODS 1-3 AND EACH OPTION, FOR ALL QUANTITY RANGES, FIRST ARTICLE TEST (FAT) COSTS, AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THE SOLICITATION.

(1) FOR EVALUATION PURPOSES, THE GOVERNMENT HAS WEIGHTED THE RANGES BASED ON THE LIKELIHOOD THAT IF AN ORDER IS PLACED IT WILL BE PLACED IN THE RANGE.

(2) FOR EACH CLIN, ORDERING PERIODS 1-3, AND EACH OPTION PERIOD, THE EVALUATED PRICE WILL BE CALCULATED BY SUMMING THE MULTIPLICATION OF EACH ORDER RANGE'S UNIT PRICE BY ITS RESPECTIVE WEIGHT AND MINIMUM ORDER QUANTITY OF THE RANGE.

(3) IF A FIRST ARTICLE TEST (FAT) IS WAIVED FOR AN OFFEROR, THAT PORTION OF THE PRICE WILL BE SUBTRACTED FROM THE OVERALL EVALUATED PRICE.

(4) THE TOTAL EVALUATED PRICE WILL BE THE SUM OF ALL ORDERING PERIOD TOTAL EVALUATED PRICES AND FAT COST IF APPLICABLE.

(5) IF AN OFFEROR TAKES EXCEPTION TO ANY OF THE CLINS OR FAILS TO PROPOSE QUOTES FOR ANY ORDERING PERIOD, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

\*\*\* END OF NARRATIVE M 001 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

**Name of Offeror or Contractor:** \_\_\_\_\_

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1      9.306(c) FAR      FIRST ARTICLE APPROVAL

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-2      52.215-4507      EVALUATION OF OFFERS      MAR/1988  
TACOM-RI

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

M-3      52.245-4519      EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY      FEB/1996  
TACOM-RI

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

**Name of Offeror or Contractor:**

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)