

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 55
2. Contract No.		3. Solicitation No. DAAE20-02-R-0080		4. Type of Solicitation Negotiated (RFP)		5. Date Issued 2002JUN28
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-B ROCK ISLAND IL 61299-7630		Code W52H09		6. Requisition/Purchase No. SEE SCHEDULE		
8. Address Offer To (If Other Than Item 7)						

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2002AUG16 (Date).

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

10. For Information Call:	Name ROSANNE SPENCER E-mail address: SPENCERR2@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-4153
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	31
X	B	Supplies or Services and Prices/Costs	10	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	15	X	J	List of Attachments	40
X	D	Packaging and Marking	23	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	24	X	K	Representations, Certifications, and Other Statements of Offerors	41
X	F	Deliveries or Performance	28				
	G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	48
X	H	Special Contract Requirements	29	X	M	Evaluation Factors for Award	53

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

Page 2 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

1. THIS SOLICITATION IS A SMALL BUSINESS SET-ASIDE AND WILL RESULT IN THE COMPETITIVE AWARD OF ONE OR TWO LONG-TERM FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT(S) IN ACCORDANCE WITH FAR PART 15. (NOTE: FOR A DEFINITION OF AN IDIQ TYPE CONTRACT, PLEASE SEE FAR 16.504.)

THE SOLICITATION INCLUDES THREE ALTERNATIVES. AT A MINIMUM, OFFERORS MUST SUBMIT PROPOSALS FOR BOTH ALTERNATIVE A AND ALTERNATIVE B IN ORDER TO BE CONSIDERED FOR AWARD. OFFERORS WHO DO NOT SUBMIT PROPOSALS FOR BOTH ALTERNATIVE A AND B WILL NOT BE CONSIDERED FOR AWARD. THE THREE ALTERNATIVES ARE FOR THE COMBINATION OF ITEMS AS FOLLOWS:

ALTERNATIVE A

ITEM	NSN	P/N	END USE
*PERISCOPE, M17 (50% OF TACOM-RI REQUIREMENTS)	6650-01-317-9138	12357918	BRADLEY
PERISCOPE, SHORT COMMANDER	1240-01-319-5339	12357840	ABRAMS
PERISCOPE, TALL COMMANDER	1240-01-319-5340	12357841	ABRAMS
PERISCOPE, LONG DRIVER	6650-01-320-5628	12357848	ABRAMS

ALTERNATIVE B

ITEM	NSN	P/N	END USE
*PERISCOPE, M17 (50% OF TACOM-RI REQUIREMENTS)	6650-01-317-9138	12357918	BRADLEY
PERISCOPE, M17 (PM M17 REQUIREMENTS)			
PERISCOPE, 15 DEGREE	6650-01-317-9139	12357908	BRADLEY
PERISCOPE, 20 DEGREE	1240-01-319-8994	12357909	BRADLEY
PERISCOPE, M27	1240-01-319-8995	12357792	BRADLEY
PERISCOPE, M26	6650-01-370-3675	12357850	FISTV
PERISCOPE, M45	6650-01-418-6658	12370033	FAASV

ALTERNATIVE C

ITEM	NSN	P/N	END USE
*PERISCOPE, M17	6650-01-317-9138	12357918	BRADLEY
PERISCOPE, SHORT COMMANDER	1240-01-319-5339	12357840	ABRAMS
PERISCOPE, TALL COMMANDER	1240-01-319-5340	12357841	ABRAMS
PERISCOPE, LONG DRIVER	6650-01-320-5628	12357848	ABRAMS
PERISCOPE, 15 DEGREE	6650-01-317-9139	12357908	BRADLEY
PERISCOPE, 20 DEGREE	1240-01-319-8994	12357909	BRADLEY
PERISCOPE, M27	1240-01-319-8995	12357792	BRADLEY
PERISCOPE, M26	6650-01-370-3675	12357850	FISTV
PERISCOPE, M45	6650-01-418-6658	12370033	FAASV

*NOTE: THE M17 PERISCOPE, (TACOM-RI REQUIREMENTS) IS THE ONLY PERISCOPES WITH GUARANTEED MINIMUM QUANTITIES.

THE CONTRACT(S) WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN PARAGRAPHS 7 & 8.

2. THE M17 PERISCOPE, (TACOM-RI REQUIREMENTS,) IS THE ONLY ITEM WITH GUARANTEED MINIMUM QUANTITIES TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM QUANTITY" AS DEFINED BY AND REFERENCED IN FAR AND DFARS CLAUSES CONTAINED WITHIN

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 55**

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THESE MINIMUM QUANTITIES WILL BE OBLIGATED WITHIN THE FIRST ORDERING PERIOD. ALL OTHER BUY QUANTITIES ARE ESTIMATES ONLY, AND DO NOT BIND THE GOVERNMENT IN ANY WAY. GUARANTEED MINIMUM QUANTITIES ARE AS FOLLOWS:

ALTERNATIVE A:

ITEM	GUARANTEED QUANTITY
M17 PERISCOPE, NSN: 6650-01-317-9138, P/N: 12357918	1000 EACH

ALTERNATIVE B:

ITEM	GUARANTEED QUANTITY
M17 PERISCOPE, NSN: 6650-01-317-9138, P/N: 12357918	1000 EACH

ALTERNATIVE C:

ITEM	GUARANTEED QUANTITY
M17 PERISCOPE, NSN: 6650-01-317-9138, P/N: 12357918	2000 EACH

3. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES FOR EACH ORDERING PERIOD, AS SHOWN BELOW AND ON THE PRICING SHEETS (ATTACHMENTS 0001 THRU 0003) ARE PROVIDED FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO MORE ACCURATELY PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. SEE CLAUSE IF6029, "ORDERING LIMITATION," FAR 52.216-19.

4. THE STATED MINIMUM ORDERING RANGE QUANTITIES, OTHER THAN THE STATED GUARANTEED MINIMUM QUANTITIES SHOWN IN PARAGRAPH 2 ABOVE, ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUM BEYOND THE GUARANTEED MINIMUM QUANTITY. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. EVALUATIONS OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION M OF THIS SOLICITATION. PLEASE NOTE THAT PAST PERFORMANCE INFORMATION MUST BE SUBMITTED WITHIN 30 DAYS OF THE ISSUANCE OF THIS SOLICITATION. THE REMAINING PORTIONS OF PROPOSALS ARE DUE AS STATED ON PAGE 1, BLOCK 9 OF THIS SOLICITATION. FAILURE TO PROVIDE THE REQUIRED SUPPORTING DOCUMENTATION MAY RESULT IN YOUR OFFER BEING REJECTED.

6. THE PROPOSED UNIT PRICES FOR ALL QUANTITIES SHALL BE MARKED IN THE BLOCKED PORTIONS OF THE PRICING SHEETS. (SEE ATTACHMENTS 0001 THRU 0003.) AS PREVIOUSLY STATED, PROPOSALS OFFERING PRICES FOR LESS THAN ALTERNATIVE A AND ALTERNATIVE B WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE ORDERING PERIODS FOR ALTERNATIVE A AND ALTERNATIVE B WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.

7. THE FOLLOWING ARE THE DATES OF THE FIVE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

OP 1:	AWARD DATE -	31 DECEMBER 2003
OP 2:	01 JANUARY 2004 -	31 DECEMBER 2004
OP 3:	01 JANUARY 2005 -	31 DECEMBER 2005
OP 4:	01 JANUARY 2006 -	31 DECEMBER 2006
OP 5:	01 JANUARY 2007 -	31 DECEMBER 2007

THE GOVERNMENT DOES NOT ANTICIPATE ORDERING ANY ABRAMS PERIOSCOPIES PERISCOPIES DURING THE FIRST ORDERING PERIOD OF THE CONTRACT. ABRAMS PERISCOPIES INCLUDE THE FOLLOWING:

PERISCOPE, SHORT COMMANDER, NSN: 1240-01-319-5339, P/N: 12357840
PERISCOPE, TALL COMMANDER, NSN: 1240-01-319-5340, P/N: 12357841
PERISCOPE, LONG DRIVER, NSN: 6650-01-320-5628, P/N: 12357848

8. THE GOVERNMENT'S ESTIMATED MINIMUM AND MAXIMUM QUANTITIES ARE SET FORTH IN THE TABLE BELOW. THE ESTIMATED QUANTITIES REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL QUANTITIES ON HAND, AND PROJECTED DEMAND.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:PERISCOPE, M17 NSN: 6650-01-317-9138 P/N: 12357918
(ROCK ISLAND REQUIREMENT)

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	2836	500	3500
2	5955	500	3500
3	5754	500	3500
4	5552	500	3500
5	3957	500	3500

PERISCOPE, M17 NSN: 6650-01-317-9138 P/N: 12357918
(PM REQUIREMENT)

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	1922	500	3500
2	1834	500	3500
3	1960	500	3500
4	1400	500	3500
5	994	500	3500

PERISCOPE, SHORT COMMANDER NSN: 1240-01-319-5339 P/N: 12357840

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	0	0	0
2	800	300	1100
3	900	300	1100
4	900	300	1100
5	900	300	1100

PERISCOPE, TALL COMMANDER NSN: 1240-01-319-5340 P/N: 12357841

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	0	0	0
2	820	500	1300
3	950	500	1300
4	820	500	1300
5	820	500	1300

PERISCOPE, LONG DRIVER NSN: 6650-01-320-5628 P/N: 12357848

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	0	0	0
2	1600	500	2500
3	2000	500	2500
4	1600	500	2500
5	1600	500	2500

PERISCOPE, 15 DEGREE NSN: 6650-01-317-9139 P/N: 12357908

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	1288	250	1000
2	1735	250	1000
3	1856	250	1000
4	1448	250	1000
5	1065	250	1000

PERISCOPE, 20 DEGREE NSN: 1240-01-319-8994 P/N: 12357909

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	522	100	500
2	778	100	500
3	795	100	500
4	707	100	500
5	532	100	500

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	570	50	1000
2	1114	50	1000
3	1418	50	1000
4	1124	50	1000
5	669	50	1000

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	157	25	300
2	182	25	300
3	182	25	300
4	156	25	300
5	146	25	300

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	150	25	200
2	70	25	200
3	70	25	200
4	70	25	200
5	0	25	200

9. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY SCHEDULES PROVIDED WITH EACH DELIVERY ORDER. THE FOB POINT WILL BE ORIGIN.

THE M17 PERISCOPE, THE M26 PERISCOPE AND THE TALL COMMANDER PERISCOPE ARE THE ONLY PERISCOPES WITH FIRST ARTICLE REQUIREMENTS. PLEASE REFER TO SECTION E FOR COMPLETE INFORMATION CONCERNING FIRST ARTICLES' REQUIREMENTS.

DELIVERY SCHEDULES AND MONTHLY PRODUCTION REQUIREMENTS FOR EACH PERISCOPE ARE AS FOLLOWS:

ITEM	WITH FIRST ARTICLE DAYS AFTER RECEIPT OF ORDER	WITHOUT FIRT ARTICLE DAYS AFTER RECEIPT OF ORDER	MONTHLY PRODUCTION RATE
PERISCOPE, M17, FIRST ARTICLE TEST	120		
PERISCOPE, M17 (ROCK ISLAND REQUIREMENT)	240	210	500**
PERISCOPE, SHORT COMMANDER	240	210	90
PERISCOPE, TALL COMMANDER, FIRST ARTICLE TEST	120		
PERISCOPE, TALL COMMANDER	240	210	95
PERISCOPE, LONG DRIVER	240	210	175
PERISCOPE, M17 (PM REQUIREMENT)	240	210	300
PERISCOPE, 15 DEGREE	240	210	250
PERISCOPE, 20 DEGREE	240	210	80
PERISCOPE, M27	240	210	55
PERISCOPE, M26, FIRST ARTICLE TEST	120		
PERISCOPE, M26	240	210	80
PERISCOPE, M45	240	210	80

**IN THE EVENT THAT THE GOVERNMENT CHOOSES TO AWARD TWO CONTRACTS, IT IS THE INTENT OF THE GOVERNMENT TO SPLIT THE ROCK ISLAND REQUIREMENT FOR THE M17 PERISCOPE EVENLY BETWEEN THE TWO CONTRACTORS, AND THE MONTHLY PRODUCTION RATE WILL BE 250.

ALSO, IN THE EVENT THAT THE GOVERNMENT CHOOSES TO AWARD TWO CONTRACTS, IT IS THE INTENT OF THE GOVERNMENT TO SPLIT ALL SUBSEQUENT DELIVERY ORDERS OF THE ROCK ISLAND REQUIREMENT FOR THE M17 PERISCOPE EVENLY BETWEEN THE TWO CONTRACTORS.

10. OFFERORS ARE CAUTIONED TO READ SECTION L, PROPOSAL INSTRUCTIONS, CAREFULLY, TO ENSURE THAT ANY PROPOSAL SUBMITTED IN RESPONSE HERETO INCLUDES ALL PRODUCTION CAPACITY, PAST PERFORMANCE, AND PRICE INFORMATION REQUIRED BY THE SOLICITATION. FAILURE TO PROVIDE THE REQUIRED SUPPORTING DOCUMENTATION MAY RESULT IN YOUR OFFER BEING REJECTED. PLEASE NOTE THAT PAST PERFORMANCE INFORMATION MUST BE SUBMITTED 30 DAYS AFTER THE ISSUANCE OF THE SOLICITATION. THE REMAINING PORTIONS OF PROPOSALS ARE DUE AS STATED ON PAGE 1, BLOCK 9 OF THIS SOLICITATION.

Name of Offeror or Contractor:

11. AS OUTLINED IN SECTION M, BASIS FOR AWARD, THE AWARD RESULTING FROM THIS SOLICITATION WILL BE MADE CONSIDERING THREE ELEMENTS: PRODUCTION CAPACITY, PAST PERFORMANCE, AND PRICE. PRODUCTION CAPACITY SHALL BE RATED AS GO/NO GO. PAST PERFORMANCE IS MORE IMPORTANT THAN PRICE. THE AWARD OF A CONTRACT OR CONTRACTS WILL BE MADE TO THE OFFEROR(S) WHOSE PROPOSAL OFFERS THE BEST OVERALL VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF THE NON-PRICE AND PRICE FACTORS. FAILURE TO PROVIDE THE REQUIRED SUPPORTING DOCUMENTATION MAY RESULT IN YOUR OFFER BEING REJECTED.
12. NOTE TO OFFERORS: ATTACHED TO THIS SOLICITATION, AS ATTACHMENT 0004, IS A "PAST PERFORMANCE QUESTIONNAIRE" DOCUMENT." ATTACHMENT 0004 MAY BE COMPLETED AND RETURNED AS PART OF YOUR PROPOSAL ALONG WITH ALL OTHER REQUIRED ATTACHMENTS. PLEASE NOTE THAT PAST PERFORMANCE INFORMATION MUST BE SUBMITTED 30 DAYS AFTER THE ISSUANCE OF THIS SOLICITATION.
13. SPECIFICATION MIL-DTL-62422, REVISION C, PROVIDES INFORMATION ON THE CURRENT QUALIFIED LASER FILTER PRODUCERS.
14. PROPOSALS SHOULD NOT INCLUDE ANY COSTS FOR DUTY.

*** 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:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 55**

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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

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

- (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 52.210-4500 NOTICE OF PHOSPHATE COATING REQUIREMENT MAR/1988
TACOM-RI

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

A-4 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-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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0080 MOD/AMD	Page 9 of 55
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Name of Offeror or Contractor:

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****Page 10 of 55****PIIN/SIIN** DAAE20-02-R-0080**MOD/AMD****Name of Offeror or Contractor:**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

THE CLIN NUMBERS IN THE FOLLOWING DELIVERY SCHEDULE ARE PROVIDED FOR ADMINISTRATIVE PURPOSES ONLY. NEW CLIN NUMBERS WILL BE ASSIGNED WHEN THE CONTRACT OR CONTRACTS ARE AWARDED.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, M17 NSN: 6650-01-317-9138 P/N: 12357918</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, SHORT COMMANDER NSN: 1240-01-319-5339 P/N: 12357840</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, TALL COMMANDER NSN: 1240-01-319-5340 P/N: 12357841</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, LONG DRIVER NSN: 6650-01-320-5628 P/N: 12357848</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, 15 DEGREE NSN: 6650-01-317-9139 P/N: 12357908</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0006	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, 20 DEGREE NSN: 1240-01-319-8994 P/N: 12357909</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0007	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, M27 NSN: 1240-01-319-8995</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>P/N: 12357792</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, M26 NSN: 6650-01-370-3675 P/N: 12357850</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0009	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: PERISCOPE, M45 NSN: 6650-01-418-6658 P/N: 12370033</p> <p>PRICES FOR THIS ITEM ARE TO BE ENTERED ON THE ATTACHED PRICING SHEETS (ATTACHMENTS 0001, 0002 AND 0003.)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

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

Page 14 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

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:

NOUN: WINDOW, FILTER PART NUMBERS: 12357797-1
12357797-3
12357797-4
12357797-5
12357797-6
12357797-7
12357797-8
12357797-9
12357797-10
12357797-11

(BA6701)

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

Page 15 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

Regulatory Cite	Title	Date
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 SEE BELOW with revisions in effect as of SEE BELOW (except as follows):

FOR: PERISCOPE, M17, NSN: 6650-01-317-9138, P/N: 12357918

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357918 WITH REVISIONS IN EFFECT AS OF 02/15/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357918	A-A-50177 MIL-B-117	COMMERCIAL GRADE LENS TISSUE MIL-DTL-117
SPI-12357796	MIL-P-46114	A-A-59502

DRAWING AND QAP 12357796 SPEN MIL-C-83409 HAS BEEN REINSTATED 08-03-99

FOR: PERISCOPE, SHORT COMMANDER, NSN: 1240-01-319-5339, P/N: 12357840

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357840 WITH REVISIONS IN EFFECT AS OF 02/14/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357840	MIL-B-117 A-A-50177	MIL-DTL-117 COMMERCIAL GRADE LENS TISSUE
12285096, 12285099, 12285100 12285105 12357796 12285093, 12285094, 12285096 12285097, 12285099, 12285100 12285102, 12285105, 12357797 12285090, 12285091, 12285092 12285093, 12285096, 12285097 12285099, 12285100, 12285102 12285105 12357796, 12357797, 12357840 12357842, 12357843 12285099, 12357842, 12357843 12357840 12357840 12285090, 12285091, 12285092 12344344, 12357840, 7641866 12285090, 12285091, 12285092 10940477 12285092, 12285093 12357797, 12357840, 12357842 12357843 12285094 12357843 12357796	L-P-391 MIL-C-83409 MIL-O-13830 ANSI-Y14.5 ANSI-Y14.5M MIL-P-62420 MIL-P-85582 MIL-STD-129 MIL-STD-171 ANSI-SAE-AS478 MIL-R-3065 ASTM A109 DOD-STD-100 DD-G-451 MIL-I-43553 MIL-P-46144	ASTM-D4802, D5436, AMS-L-P-391 ASTM-D3935 MIL-PRF-13830 ASME-Y14.5M ASME-Y14.5M MIL-DTL-62420 MIL-PRF-85582 MIL-STD-130 ASTM F1000/F856 OR ASME Y32.2.6 SAEAS478 ASTM-D2000 ASTM A109/A109M MIL-STD-100 ASTM-C1036 A-A-56032 A-A-59502

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

10940477, 12285090, 12285091	MIL-STD-100	ASME Y14.100 OR ASME Y14.24
12285092, 12285093, 12285094		OR ASME Y14.35M OR ASME Y14.34M
12285095, 12285096, 12284097		
12285099, 12285100, 12285102		
12285104, 12285105		
QAR 12285093	MIL-STD-105	MIL-STD-1916
	MIL-STD-105 AQLS	MIL-STD-1916 VL IV FOR MAJOR &
		MIL-STD-1916 VL II FOR MINOR
		CHARACTERISTICS
QAR 12285093	"	"
QAR 12285094	"	"
QAR 12285095	"	"
QAR 12285096	"	"
QAR 12285097	"	"
QAR 12285099	"	"
QAR 12285100	"	"
QAR 12285104	"	"
QAR 12285105	"	"

FOR: PERISCOPE, TALL COMMANDER, NSN: 1240-01-319-5340, P/N: 12357841

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357841 WITH REVISIONS IN EFFECT AS OF 02/21/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI 12357841	A-A-50177 MIL-B-117 MIL-P-14232/MIL-P-116	COMMERCIAL GRADE LENS TISSUE MIL-DTL-117 MIL-STD-2073-
DWG. 12357843	CHANGE DOD-STD 001000(AR)	TO MIL-STD-100
NOTE 4 CHANGE MIL-I-45553	TO A-A-56032	
DWG. 12357797	NOTE 1 CHANGE DOD-STD-001000(AR) TO MIL-STD-100	
	NOTE 3 CHANGE MIL-O-13830 TO MIL-PRF-13830	
DWG. 12357796	NOTE 2 CHANGE MIL-P-46144 TO A-A-59502	
DWG. 12285093	NOTE 6 CHANGE MIL-O-13830 TO MIL-PRF 13830	
DWG. 12285097	NOTE 2 CHANGE MIL-O-13830 TO MIL-PRF-13830	
DWG. 122859099	NOTE 3 CHANGE MIL-O-13830 TO MIL-PRF-13830	
DWG. 12285105	NOTE 1 CHANGE MIL-P-8184 TO MIL-PRF-8184 CHANGE L-P-391 TO SAE-AMS-L-P-391	
	NOTE 3 CHANGE MIL-O-13830 TO MIL-PRF-13830	

DOCUMENT	DELETE	REPLACE WITH
QAR 12285093	MIL-STD-105 MIL-STD-105 AQLS	MIL-STD-1916 MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 V. II FOR MINOR CHARACTERISTICS
QAR 12285094	"	"
QAR 12285095	"	"

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

Page 17 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

QAR 12285096	"	"
QAR 12285097	"	"
QAR 12285099	"	"
QAR 12285100	"	"
QAR 12285104	"	"
QAR 12285105	"	"

FOR: PERISCOPE, LONG DRIVER, NSN: 6650-01-320-5628. P/N: 12357848

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357848 WITH REVISIONS IN EFFECT AS OF 02/20/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357848	MIL-P-116	MIL-STD-2073-1
	MIL-B-117	MIL-DTL-117
	A-A-50177	COMMERCIAL GRADE LENS TISSUE

DWG. 12357848
 NOTE 1A
 CHANGE DOD-STD-001000(AR) TO MIL-STD-100

DWG. 12285103
 NOTE 1
 CHANGE SPEC MIL-R-3065 AND MIL-STD-417
 TO ASTM D2000

DWG. 12322514
 NOTE 1
 CHANGE DOD-STD-1000C TO MIL-STD-100

DWG. 12316159
 NOTE 1
 CHANGE DOD-STD-100C TO MIL-STD-100

DWG. 12357847
 NOTE 1A
 CHANGE DOD-STD-001000(AR) TO MIL-STD-100

DWG. 12357948
 NOTE 2 CHANGE MIL-P-20700 TO NASM 20700

DWG. 12357848
 NOTE 3 DELETE IN PART IE "MARKING CODE FORMAT PER US ARMY ENVIRONMENTAL HYGIENE AGENCY, STUDY NO. 25-42-0434-86 (THE INDIVIDUAL FILTER CODE IS DETERMINED BY ARDEC)
 ELIMINATE THAT PART FROM LABEL
 IN ZONE G 5-6 (SAMPLE OF MARKING AREA) DELETE IN MARKING AREA FORMAT THE DESIGN CODE CALLOUT AND "XX" ON MARKING AREA

DOCUMENT	DELETE	REPLACE WITH
QAR 12285078	MIL-STD-105	MIL-STD-1916
	MIL-STD-105 AQLS	MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS
QAR 12285079	"	"
QAR 12285081	"	"
QAR 12322177	"	"

FOR: PERISCOPE, 15 DEGREE, NSN: 6650-01-317-9139, P/N: 12357908

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357908 WITH REVISIONS IN EFFECT AS OF 02/15/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357908	MIL-P-116	MIL-STD-2073-1
	A-A-50177	COMMERCIAL GRADE LENS TISSUE
	MIL-B-117	MIL-DTL-117
	MIL-O-16898	NARRATIVE AS FOLLOWS:

**CLEANING OF OPTICAL SURFACES SHALL BE AS FOLLOWS:

--LOOSE PARTICLES OF DUST SHALL BE REMOVED FROM THE SURFACE OF THE OPTICAL ELEMENTS WITH A CAMEL HAIR BRUSH.
 --THE SURFACES SHALL BE WIPED WITH A CIRCULAR MOTION USING COTTON, LENS TISSUE PAPER OR FRESHLY LAUNDERED CHEESE CLOTH WHICH IS

Name of Offeror or Contractor:

SATURATED WITH ALCOHOL.

--LENS TISSUE SHALL BE OF LINT-FREE PAPER DESIGNED TO CLEAN AND PROTECT OPTICAL SURFACES WITHOUT SCRATCHING. SHALL HAVE A BASIS WEIGHT OF 8.5+/- 0.6 LBS. DRY TENSILE STRENGTH (15MM WIDTH) IN THE MACHINE AND CROSS DIRECTION SHALL BE A MINIMUM OF 450 GRAMS.

CAUTION: ONLY LENS TISSUE PAPER OR BATISTE CLOTH SHALL BE USED TO CLEAN PLASTIC ELEMENTS.
THE SURFACES SHALL BE DRIED BY THE 20 WIPING WITH CLEAN COTTON, LENS PAPER OR FRESHLY LAUNDERED CHEESE CLOTH.

--A SWAB SHALL BE MADE BY WRAPPING ONE PIECE OF LENS TISSUE PAPER AROUND THE END OF AN ORANGE STICK OR EQUAL. ONE OR TWO DROPS OF ALCOHOL SHALL BE ADDED ON THE TIP OF THE SWAB. EXERT LIGHT DOWNWARD PRESSURE ON THE SWAB AND WHILE MOVING IN A CIRCULAR MOTION BEGINNING AT THE CENTER OF THE POLISHED SURFACE. INCREASE RADIUS OF SWABBING AREA UNTIL THERE IS NO TRACE OF DIRT, LINT, OR SMEARS ON THE SWABBED SURFACE.

--A RUBBER SYRINGE SHALL BE USED AS BELLOWS TO REMOVE ANY PARTICLES REMAINING ON THE CLEANED SURFACE.--

DRAWING	FROM	TO
12357908	ANSI-Y14.5M DOD-STD-100 MIL-B-117 ASTM-D5118 MIL-P-116 MIL-P-62420 MIL-PRF-62420	ASME-Y14.5M MIL-STD-100 MIL-DTL-117 ASTM-D5118M MIL-STD-2073-1 MIL-DTL-6240 MIL-DTL-62420
12357910	ANSI-Y14.5M DOD-STD-100 MIL-I-43533	ASME-Y14.5M MIL-STD-100 A-A-56032
12357797	ANSI-Y14.5M DOD-STD-100 MIL-F-62422 MIL-O-13830	ASME-Y14.5M MIL-STD-100 MIL-DTL-62422 MIL-PRF-13830
12357796	ANSI-Y14.5M MIL-F-62422 MIL-P-46144	ASME-Y14.5M MIL-DTL-6222 A-A-59502
12308256	ASTM-A366	ASTM-A1008/A1008M
12308254	MIL-O-13830	MIL-PRF-13830
7632973	MIL-O-13830	MIL-PRF-13830
12308260	MIL-P-46329 MIL-PRF-62420	MIL-DTL-62420 MIL-DTL-62420
10940477	MIL-R-3065	ASTM-D2000
12317091	QQ-S-763	AMS-QQ-S-763
12357796	MIL-C-83409 HAS BEEN REINSTATED ON 3 AUG 1999	

FOR: PERISCOPE, 20 DEGREES, NSN: 1240-01-319-8994, P/N: 12357909

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357909 WITH REVISIONS IN EFFECT AS OF 02/15/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357909	MIL-P-116 A-A-50177 MIL-B-117	MIL-STD-2073-1 COMMERCIAL GRADE LENS TISSUE MIL-DTL-117

MAKE THE FOLLOWING MODIFICATIONS:

DRAWING	FROM:	TO:

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 20 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

SPI-12357792 A-A-50177 COMMERCIAL GRADE LENS TISSUE
 MIL-B-117 MIL-DTL-117

DWG. 12357793

NOTE 1

CHANGE DOD-STD-0001000(AR) TO MIL-STD-100

NOTE 6

CHANGE MIL-I-43853 TO A-A-56032

DWG. 10940477

NOTE 1

DELETE "FABRICATE IN ACCORDANCE WITH MIL-R-3065."

DWG. 7633133

NOTE 1

CHANGE L-P-391 TO SAE-AMS-L-P-391

DWG. 7632973

NOTE 1

CHANGE MIL-O-13830 TO MIL-PRF-13830

DWG. 12357796

NOTE 2

CHANGE MIL-P-46144 TO A-A-59502

NOTE 3

CHANGE MIL-O-13830 TO MIL-PRF-13830

NOTE 4

CHANGE MIL-O-13830 TO MIL-PRF-13830

DWG. 12357792

NOTE 1

CHANGE DOD-STD-001000(AR) TO MIL-STD-100

ON F/D IN REPRESENTATION OF MARKING AREA DELETE CALL-OUT FOR DESIGN CODE TO BE SPECIFIED.

FOR: PERISCOPE, M26, NSN: 6650-01-370-3675, P/N: 12357850

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357850 WITH REVISIONS IN EFFECT AS OF 02/22/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12357850	MIL-P-116/MIL-P-14232 MIL-B-117 A-A-50177	MIL-STD-2073-1 MIL-DTL-117 COMMERCIAL GRADE LENS TISSUE
12357796	MIL-C-83409 MIL-C-48497	A-A-50177 MIL-C-675
12357797	MIL-C-48497	MIL-C-675
QAP 12357850	MIL-STD-105 MIL-STD-105 AQLS	MIL-STD-1916 MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS
QAP 12357796	MIL-C-83409	A-A-50177

FOR: PERISCOPE, M45, NSN: 6650-01-418-6658, P/N: 12370033

DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH ENCLOSED TECHNICAL DATA PACKAGE LISTING (TDPL) 12357850 WITH REVISIONS IN EFFECT AS OF 02/22/02 (EXCEPT AS FOLLOWS):

DOCUMENT	DELETE	REPLACE WITH
SPI-12370033	MIL-B-117 A-A-50177	MIL-DTL-117 COMMERCIAL GRADE LENS TISSUE
7633133	L-P-391	ASTM-D4802, D5436, AMS-L-P-391
12357796	MIL-C-83409	ASTM-D3935
12370033, 12357797, 12370034	DOD-STD-00100D	MIL-STD-100
12370033	MIL-STD-129	MIL-STD-130
12370033, 12357796, 12357797,	ANSI-Y14.5M	ASME-Y14.5M

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

Page 21 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

12370034		
12370033, 12370034, 7633133	MIL-PRF-62420	MIL-DTL-62420
7633133, 32370033	MIL-P-46329	MIL-DTL-62420
7632973, 12357796, 12357797	MIL-O-13830	MIL-PRF-13830
12357796	MIL-P-46144C	A-A-59502
12370034	MIL-I-43553	A-A-56032
12357797	MIL-F-62422	MIL-DTL-62422
10940477	MIL-R-3065	ASTM-D2000
8213428	ASTM-A109	ASTM-A109/109M
8213428	ASTM-A366	ASTM-A366/A366M
82313428	ANSI-Y14.5	ASME-Y14.5M
QAP 12337796 SH L AND SH 5	MIL-C-83409	ASTM-D3935
QAP 12370033	ADD DISTRIBUTION STATEMENT "A"	

(CS6100)

C-2 52.225-4502 STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION FEB/1992
TACOM-RI

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0080 MOD/AMD	Page 22 of 55
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Name of Offeror or Contractor:

documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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

Page 23 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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 52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: SEE BELOW:

FOR: M17 PERISCOPE: SPI NUMBER P12357918, REV. D, DATED 18 SEP 97
FOR: SHORT COMMANDER PERISCOPE: SPI NUMBER P12357840, REV. C, DATED 17 JAN 01
FOR: TALL COMMANDER PERISCOPE: SPI NUMBER P12357841, REV. C, DATED 8 MAY 96
FOR: LONG DRIVER PERISCOPE: SPI NUMBER P12357848, REV. B, DATED 8 MAY 96
FOR: 15 DEGREE PERISCOPE: SPI NUMBER P12357908, REV. C, DATED 7 OCT 96
FOR: 20 DEGREE PERISCOPE: SPI NUMBER P12357909, REV. A, DATED 1 OCT 96
FOR: M27 PERISCOPE: SPI NUMBER P12357792, REV. B, DATED 22 APR 97
FOR: M26 PERISCOPE: SPI NUMBER P12357850, DATED 29 FEB 96
FOR: M45 PERISCOPE: SPI NUMBER P12370033, REV. A, DATED 18 SEP 97

b. 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 permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, 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 in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 26 of 55
	PIIN/SIIN DAAE20-02-R-0080	MOD/AMD

Name of Offeror or Contractor:

shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Commander, ARDEC, AMSTA-AR-QAR-Q, Picatinny Arsenal, NJ. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Commander, ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000.

(End of Clause)

(ES6018)

E-5	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-6	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

Name of Offeror or Contractor:

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.

(End of Clause)

(ES7016)

NOTE: INSPECTION AND ACCEPTANCE SHALL BE AT THE CONTRACTOR'S FACILIT.

THE FOLLOWING INFORMATION IS APPLICABLE TO ALL PERISCOPES.

A CONTROL TEST SHALL BE CONDUCTED ON ONE PERISCOPE PER FIVE HUNDRED UNITS CONSECUTIVELY PRODUCED, OR ONCE IN NINETY (90) DAYS, WHICHEVER COMES FIRST. NOT MORE THAN ONE TEST SHALL BE PERFORMED IN A NINTY-DAY PERIOD UNLESS THERE IS A CONTROL TEST FAILURE.

TESTS TO BE PERFORMED (PER MIL-DTL-62420B)	REQUIREMENT	INSPECTION
LOW TEMPERATURE	3.7.1.1	4.10.1.1
HIGH TEMPERATURE	3.7.1.2	4.10.1.2
MIRROR AND WINDOW LAMINATIONS	3.7.1.3	4.10.1.3
BASIC SHOCK	3.7.5.1	4.10.5.1

TEST UNITS MAY BE DELIVERED SO LONG AS THEY MEET THE REQUIREMENTS OF THE SPECIFICATION. THE CONTRACTOR MAY CHOOSE THE TEST SAMPLE; THE TEST DATA SHALL BE FILED AND MADE AVAILABLE TO THE GOVERNMENT REPRESENTATIVE ON REQUEST.

SAMPLING MAY BE ACCORDING TO MIL-PRF-62420A, TABLE II. (MIL-PRF-624020A IS AVAILABLE FROM THE PCO.)

*** END OF NARRATIVE E 001 ***

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

Page 28 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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

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	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(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)

(FS7240)

Name of Offeror or Contractor:

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

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 - ALTERNATE III	MAY/2002
H-2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(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 SPENCERR2@RIA.ARMY.MIL. The data fax number for submission is (309) 782-0794, ATTN: Rosanne Spencer.

(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)

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 30 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

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	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-28	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-32	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-38	52.232-25	PROMPT PAYMENT	FEB/2002
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-40	52.233-1	DISPUTES	DEC/1998
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 32 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-44	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-45	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-46	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-47	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-48	52.248-1	VALUE ENGINEERING	FEB/2000
I-49	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-54	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-57	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-58	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-60	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-61	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-62	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-63	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-64	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-65	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-66	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-67	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-68	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-69	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-70	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-71	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-72	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-73	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-74	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-76	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-77	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-78	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996

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

Page 33 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-79	52.216-18 ORDERING	OCT/1995
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(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 contract award through 31 December 2007.

(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-80	52.216-19 ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantities for each of the 9 periscopes as set forth in Section A, 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 the maximum quantities for each of the 9 periscopes as set forth in Section A.

(2) Any order for a combination of items in excess of 14,900, the total of all the maximum quantities for the 9 periscopes as set forth in Section A; or

(3) A series of orders from the same ordering office within 60 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 10 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-81	52.216-22 INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of

Name of Offeror or Contractor:

orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 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 31 December 2007.

(End of clause)

(IF6036)

I-82

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-83

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;

Name of Offeror or Contractor:

(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 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-84 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(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

Name of Offeror or Contractor:

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.

(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-85 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-86 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)

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

Page 37 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

(IF7003)

I-87 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(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-88 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-89 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER
DEFENSE DEPOT, MEMPHIS, TENN.

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

Page 38 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-90 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 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.

Name of Offeror or Contractor:

(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-91

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

(End of clause)

(IF7016)

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

Page 40 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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	DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST	30-APR-2002	002	
Attachment 001	PRICING EVALUATION SPREADSHEET-ALTERNATIVE A		002	
Attachment 002	PRICING EVALUATION SPREADSHEET-ALTERNATIVE B		002	
Attachment 003	PRICING EVALUATION SPREADSHEET-ALTERNATIVE C		003	
Attachment 004	PAST PERFORMANCE QUESTIONNAIRE		002	
Attachment 005	APPENDIX I, GOVERNMENT-DESIGNED ACCEPTANCE INSPECTION EQUIPMENT		001	
Attachment 006	DOCUMENT SUMMARY LIST		002	

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

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 333314.

(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

Name of Offeror or Contractor:

- (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.

Name of Offeror or Contractor:

(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

Name of Offeror or Contractor:

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

Blank lines for Name of Offeror or Contractor.

(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 lines 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

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

Page 46 of 55

PIIN/SIIN DAAE20-02-R-0080

MOD/AMD

Name of Offeror or Contractor:

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

Name of Offeror or Contractor:

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-13 252.247-7022 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)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. Submission of Information

Proposals shall be submitted in accordance with this section. Proposals should be specific, complete, and state clearly how you will meet the requirements of the solicitation. Sufficient substantiation should be submitted to permit the Government to determine that your offer meets all the requirements of the solicitation. The following three factors will be used to determine the best overall proposal, Production Capacity (go/no go,) Past Performance, and Price. Past Performance information must be submitted within 30 days of the issuance of this solicitation. The remaining portions of proposals are due as stated on page 1, Block 9 of this solicitation. Failure to provide the required supporting documentation may result in your offer being rejected.

L.1. PRODUCTION CAPACITY:

The intent of the Government is to determine one overall rating of Go or No-Go in evaluating the factor of production capacity. The rating will be based on production planning information submitted by each offeror and may include discussion with other Government agencies or organizations. Due to the strict and critical nature of the delivery schedules within this solicitation, offerors are required to submit a proposed production plan(s) which at a minimum satisfies the production/delivery requirements of Alternative A and Alternative B, or Alternative C. The production plan(s) should include:

- a. Major production scheduling milestones
- b. Pacing element (long lead time item(s), process component(s), etc.)
- c. Number of production shifts and hours scheduled
- d. Total estimated "touch labor" production hours per month
- e. Average units produced per month
- f. A list of major subcontractors and suppliers
 - Identify the "Primary" filter supplier(s)
 - (1) Filter Supplier Name(s)
 - (2) Planned filter buys per month
 - (3) Projected lead-time to obtain filters
- g. Narrative briefly explaining any known obstacles that may impact the delivery schedules favorably or unfavorably (if any)

It is the responsibility of the offeror to provide complete production plan information and explanations as required by Section L. The Government is not obliged to make another request for the required information.

L.2. PAST PERFORMANCE:

Contract References: The offeror shall submit with its proposal, contract references representing its most recent and relevant performance under Government and/or commercial contracts. The contractor shall submit no more than five (5) contract references.

All Past Performance information must be submitted within 30 days of the issuance of this solicitation. The remaining portions of the proposals are due as stated on page 1, Block 9 of this solicitation.

"Recent" means any contract under which any performance, delivery, or corrective action has taken place within approximately the last three (3) years of the issuance of this solicitation.

"Relevant" means performance that demonstrates the offeror has successfully manufactured or provided laser-protected periscopes on contracts that have exceeded \$100,000 and that demonstrates that the offeror has successfully performed on contracts involving the following processes or skills. These processes and skills are listed in descending order of importance from the most relevant to least relevant.

- o Manufacture and production of military grade laser protected periscopes in accordance with U.S. Army Technical Data Packages (TDP), in various sizes of approximately 6"X8"X3" (Width, Length, and Thickness) or larger. This includes the bonding of Acrylic, Metal, and Glass components while preserving optical characteristics equivalent to or greater than the requirements of this solicitation.
- o Manufacture and production of military grade non-laser protected periscopes in accordance with U.S. Army Technical Data Packages in various sizes of approximately 6"X8"X3" (Width, Length, and Thickness) or larger. This includes the bonding of Acrylic, Metal, and Glass components while preserving integrity of optical characteristics.
- o Manufacture and production of commercial grade vision devices in accordance with best commercial practices of bonding of Acrylic, Metal, and Glass components while preserving optical characteristics.

Name of Offeror or Contractor:

- o Manufacture and production of other items utilizing US Government TDPs that may include combination of close tolerance machining of Acrylic, Metal, or Optical Glass components.

The following information is required with respect to each contract reference:

- a. contract number and award date
- b. item(s) and or service(s) provided, including national stock number (NSN), product description, part number, if applicable
- c. a brief explanation of the contract's relevance of the current procurement
- d. contract dollar value
- e. quantity and monthly delivery rate if applicable
- f. original performance schedule, actual performance dates
- g. describe technical innovations or engineering changes that improved the quality of performance aspects of the delivered product, or any significant achievements associated with contract performance
- h. buying activity or company, and mailing address
- i. point(s) of contact, including names, job titles, telephone and fax numbers and email addresses

A past performance questionnaire is provided at Attachment 4 for the offeror's convenience. The offeror may use this attachment to provide all information requested by the above paragraph. If he uses the attachment, a copy must be furnished for each of the relevant contracts.

Other contracts: In addition to the above contract references, the offeror shall identify every recent and relevant contract it was awarded within the last three years that has experienced any delivery/performance delays, experienced any quality problems, or was terminated or cancelled for any reason, in whole or in part for each contract identified above. Any contract falling under the descriptions in this paragraph must furnish all of the information requested as well as the information listed below.

- o list each time the delivery schedule was revised
- o provide an explanation of why the revision was necessary
- o provide a copy of any cure notices or show cause letters received
- o identify reason for any termination
- o state any corrective actions taken to avoid recurrence
- o describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures
- o describe in detail any quality or technical performance problems, including
 - o rejection or failure of vendor parts
 - o internal/external customer complaints,
 - o FATR/first piece disapprovals/failures
 - o lot rejections
 - o audit findings classified as major
 - o quality deficiency reports
 - o warranty claims

The number of contract references provided in response to this paragraph is unlimited.

If there are no recent relevant contracts meeting the description above, the offeror must so state that.

L.3. PRICE

a. The proposed unit prices for all quantities shall be marked in the blocked portions of the pricing sheets, (Attachments 0001, 0002, and 0003.) As set forth in Section A, proposals offering prices for less than Alternative A and Alternative B will not be considered. Proposals offering prices for less than all five ordering periods under Alternatives A and B or Alternative C will not be considered. Proposals offering prices for quantities other than those solicited will not be considered.

The offeror will also enter a First Article Test (FAT) cost in the spaces provided on the price evaluation spreadsheets. First Article Test is required for the following periscopes: M17, M26, and Tall Commander. All unit prices will be binding.

b. The Government reserves the right to require the submission of any data necessary to validate the reasonableness and realism of an offer.

- c. Prices should not include duty in accordance with Section A of the solicitation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0080	Page 51 of 55 MOD/AMD
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Name of Offeror or Contractor:

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 GSBGA or within one day of filing a protest with the GAO.

(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-10 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-11 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>."

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0080	Page 52 of 55 MOD/AMD
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Name of Offeror or Contractor:

solicitation.

(End of Provision)

(LS7011)

L-12 52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002
TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7013)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
M-2	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-3	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
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(a) Does the offeror propose to furnish--

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?
\$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

Name of Offeror or Contractor:

M.5 EVALUATION FACTORS FOR AWARD

M.6. Basis for Award: The award of a contract(s) will be made to the offeror(s) whose proposal offers the best overall value to the Government based on an integrated assessment of the non-price and price factors. The evaluation factors include: Production Capacity, Past Performance, and Price. Production Capacity shall be rated as Go/No Go. Past Performance is more important than Price. Although price is not the most important element, it could become a controlling factor as offers under the non-price factors tend to equalize. Because this is a best value procurement, the Government reserves the right to make an award to someone other than the offeror who submits the lowest overall evaluated price and the Government may be willing to pay a price premium in order to maintain two producers.

M.7. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration. Proposals that fail to meet the established criteria in the production capacity area (no-go) will not be evaluated any further, and will not be considered for award. Only those proposals that are determined a "go" in the Production Capacity area will be further evaluated in the Past Performance and Price factors. The Government anticipates making an award without discussions however, we reserve the right to open discussions if it is deemed necessary by the PCO and/or Source Selection Authority.

M.8. PRODUCTION CAPACITY:

An overall rating of either Go or No-Go will be determined based on the offeror's proposed production plan and other information that may be obtained from discussion with other agencies or organizations to meet production capacity acceptability. A Go/No-Go decision will be used to determine the production plan/capacity acceptability based on the following rating criteria.

Go: The offeror has provided a production plan that clearly meets or exceeds the delivery schedule requirements of either Alternative A, B, or C of this solicitation.

No-Go: The offeror has provided a production plan that fails to meet the delivery schedule requirements of any of the Alternatives presented in the solicitation, A, B, or C.

M.9. PAST PERFORMANCE

Past performance information is evaluated as a predictor of future contract performance. Using past performance information for each offeror, the Government will assess the risks relative to the successful performance of this requirement.

In evaluating past performance, the Government may review the offeror's current and prior performance record of complying with all aspects of its contractual agreement; conformance to technical requirements; timeliness of deliveries/performance and quality of performance.

In conducting the past performance evaluation, the Government may use information obtained from other sources.

The Government may consider the currency, degree of relevance, source and context of the past performance information it evaluates as well as general trends in performance, and demonstrated corrective actions.

A significant achievement, problem/problem resolution or lack of relevant data in any element can become an important consideration in the selection process.

A negative finding in any element may result in an overall high-risk rating.

Offeror's past performance will be rated as follows:

Very Low Risk: Based on the offeror's past performance, very little doubt exists that the offeror will successfully perform the required effort.

Low Risk: Based on the offeror's past performance, little doubt exists that the offeror will successfully perform the required effort.

Moderate Risk: Based on the offeror's past performance, some doubt exists that the offeror will successfully perform the required effort.

High Risk: Based on the offeror's past performance, significant doubt exists that the offeror will successfully perform the required effort.

Unknown Risk: The offeror had little or no recent/relevant past performance upon which to base a meaningful performance risk prediction.

The Government is not required to interview all points of contact identified by offerors.

Name of Offeror or Contractor:

It is the responsibility of the offeror to provide complete past performance information and thorough explanations as required by Section L. The Government is not obliged to make another request for the required information.

M.10. PRICE

a. The Government will consider the total price of each Alternative in evaluating offers for award purposes, as shown below, including First Article Test costs, (unless waived), Transportation costs, GFE, and any other price related factors required by the RFP.

Total Evaluated Costs, per Alternative		_____
First Article Test (unless waived)	+	_____
Transportation Costs	+	_____
GFE Costs	+	_____
Price Related Factors Required by the RFP	+	_____
TOTAL EVALUATED PRICE	=	_____

(1) For each periscope, the weighted evaluated price will be calculated by summing the multiplication of each range's unit price by the weight and the minimum quantity of the range. For evaluation purposes, the Government has weighted the ranges based on the likelihood that if an order is placed, it will be placed in that range. The Total Evaluated Price, for each periscope, is the sum of the weighted evaluation price for each ordering period.

(2) Since proposed prices will be on an F.O.B. Origin basis, projected transportation costs will be evaluated based on four estimated shipping points. The shipping points have been weighted based on the estimated quantities to be shipped over the contract period. The weights will be applied to the transportation factors unique to each offeror. Each weighted factor will then be multiplied by the estimated contract quantity to determine the total transportation adjustment for each offeror.

b. Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what would be incurred by an ordinarily prudent person in the conduct of competitive business. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

c. Failure to provide the required supporting documentation may result in your offer being rejected.

d. If it is determined that First Article will not be waived, the costs for First Article tests will be amortized in the unit price for the periscope on the initial delivery order.

*** END OF NARRATIVE M 001 ***