

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 72
2. Contract No.	3. Solicitation No. DAAE20-02-R-0025	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2002AUG19	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-A ROCK ISLAND IL 61299-7630		Code W52H09	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 2002SEP18 (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 LINDA GRAFF E-mail address: GRAFFL@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3136
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OFFER (Must be fully completed by offeror)

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

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

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

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)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

b. If you think that this solicitation:

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

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

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

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

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

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)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-R-0025

MOD/AMD

Name of Offeror or Contractor:

(AS7006)

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

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

(END OF CLAUSE)

(AS7003)

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

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

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

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

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

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

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

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

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

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

CLIN _____	PRICE \$ _____

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0025 MOD/AMD	Page 4 of 72
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Name of Offeror or Contractor:

(AS7008)

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

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

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

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

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

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

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

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

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

(END OF CLAUSE)

(AS7010)

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PIIN/SIIN DAAE20-02-R-0025

MOD/AMD

Name of Offeror or Contractor:

A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
 TACOM-RI

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

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
 TACOM-RI

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

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

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

(END OF CLAUSE)

(AS7502)

A-9 52.248-4501 PRODUCTION LEAD TIME (PLT) REDUCTION - VALUE ENGINNERING - ALTERNATE FEB/1999
 TACOM-RI I

(a) One of the current Government initiatives is the reduction of production lead time (PLT). Every day of PLT is an expense to the Government

(b) This clause does not constitute a requirement to submit a value engineering change, however, voluntary participation is encouraged.

(c) Utilization of the Value Engineering Clause (FAR 52.248-1) allows the Government to reward contractors for ideas which reduce acquisition cost, and those ideas which reduce agency costs such as operation, maintenance and logistic support through reduced PLT. These reductions in PLT must be sustained through changes in item configuration, material type, etc. and meet the criteria of the Value Engineering Clause. The reduction in PLT must be sustainable and repeatable on all future contracts for the same component part/NSN.

(d) Savings/payment for the reduction of PLT will be based on (1) the actual dollar savings, less any Government costs not previously offset, as calculated by the NSN Supply Performance Analyzer (NSNSPA) Model and (2) the percent of collateral savings authorized (which is dependent on the number of days of PLT reduced) as shown in the table below. In no event will the Contractor's share of the collateral savings exceed the dollar value of the average annual use of the item. Additionally, collateral savings calculated are subject to the limitations of FAR 52.248-1(j).

<u>Days of PLT Reduced</u>	<u>% of Collateral Savings</u>
30-45	40%
46-90	50%
91-135	60%

Name of Offeror or Contractor:

136-180

70%

(e) Because the contract resulting from this solicitation will cover numerous NSN's, the contractor is requested, not obligated, to inform the contracting officer of any item under this contract which may be a candidate for PLT reduction. For any item(s) identified by the contractor, the Government will calculate the potential savings for that NSN using the NSN Supply performance Analyzer (NSNSPA) Model as discussed above. The contracting officer will then inform the contractor of the estimated savings based on the number of days reduced and the corresponding savings percentage.

(f) Any reductions in PLT which are attained through this program will become the new standard for PLT for that item. All future solicitations for that item will carry the revised production lead time.

(g) Production lead time reduction ideas should be submitted utilizing the standard Engineering Change Proposal from DD 1692.

(End of clause)

(AS7001)

THREE (3) YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

1. Solicitation DAAE20-02-R-0025 is a 100% small business set-aside acquisition, and will result in the award of a 3 year, firm fixed price, Indefinite Delivery Indefinite Quantity (IDIQ) contract (see FAR 16.504).
2. Offerors should carefully review the solicitation, including all attachments, the Section A narrative, Section L - Instructions, Conditions and Notices to Offerors, and Section M - Evaluation Factors for Award.
3. The quantities of 120 each of the Battery Box Assembly, 120 each of the Antenna/NATO Box Assembly, 120 each of the Radio Box Assembly, and 120 each of the Power Supply Distribution Unit (PSDU) are the guaranteed minimum quantity to be awarded under this solicitation and specifically represents the guaranteed "minimum" quantity, as defined by the FAR and DFARS clauses contained within this solicitation document. The guaranteed minimum quantity will be obligated at time of award. All other estimated buy quantities are estimates only, and do not bind the Government in any way.
4. The Government's estimated quantities, as set forth on the Price Evaluation Spreadsheet, Attachment 001, represents an approximation of requirements based on projected demands. Under this IDIQ Contract Scenario, the Government promises a minimum buy quantity at time of contract award.
5. The Ordering Periods (OP) are as follows:

Ordering Period 1: Award Date - 29 SEP 2003
Ordering Period 2: 30 SEP 2003 - 29 SEP 2004
Ordering Period 3: 30 SEP 2004 - 29 SEP 2005
6. Offerors are required to submit prices on an FOB Destination basis.
 - a. Shipments of the production quantities will be made to the following address:

SHIP TO: COMMANDER
ROCK ISLAND ARSENAL
ATTN: SIORI-ICD, MR. WALTER MARTIN
BUILDING 299 RECEIVING
ROCK ISLAND, ILLINOIS 61299-5000
MARK FOR: NOTIFY: STEVE SPROSTON, AMSTA-LC-CF, (309) 782-4059, OR
GREG CARBER, AMSTA-LC-CF, (309) 782-2625, UPON RECEIPT.

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MOD/AMD

Name of Offeror or Contractor:

b. Shipment of Spare Parts will be made to the following address:

SHIP TO: XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND, PA 17070-5001
SUPPLEMENTAL ADDRESS CODE: W25G1U

7. Offerors are required to submit prices for all of the following firm fixed price CLINs/Subclins, and for all quantity ranges which apply to each particular CLIN. The minimum and maximum ordering quantity ranges for each ordering period, as shown on the Price Evaluation Spreadsheets (attachment 001), are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices.

CLIN 0001	BATTERY BOX ASSEMBLY	P/N: 12992950	NSN: 6135-01-494-3607
CLIN 0002	ANTENNA/NATO BOX ASSEMBLY	P/N: 12992960	NSN: 1025-01-494-3624
CLIN 0003AA	FIRST ARTICLE - RADIO BOX ASSEMBLY		
CLIN 0003AB	RADIO BOX ASSEMBLY	P/N: 12993050	NSN: 1025-01-494-1560
CLIN 0004AA	FIRST ARTICLE - POWER SUPPLY DISTRIBUTION UNIT (PSDU)		
CLIN 0004AB	POWER SUPPLY DISTRIBUTION UNIT (PSDU)	P/N: 12993100	NSN: 6110-01-494-6368
CLINS 0005AA-0005EU	SPARE PARTS	P/N: VARIOUS	NSN: VARIOUS

8. FIRST ARTICLE AND PRODUCTION DELIVERY RATE IS:

CLIN 0001	BATTERY BOX ASSEMBLY	P/N: 12992950 - 120 each @ 240 days after award
CLIN 0002	ANTENNA/NATO BOX ASSEMBLY	P/N: 12992960 - 120 each @ 240 days after award
CLIN 0003AA	RADIO BOX ASSEMBLY - FIRST ARTICLE TEST	P/N: 12993050 - 90 DAYS AFTER AWARD
CLIN 0003AB	RADIO BOX ASSEMBLY	P/N: 12993050 - 120 EACH @ 300 days after award (210 days after FATR approval)
CLIN 0004AA	POWER SUPPLY DISTRIBUTION UNIT FIRST ARTICLE TEST	P/N: 12993100 - 90 DAYS AFTER AWARD
CLIN 0004AB	POWER SUPPLY DISTRIBUTION UNIT	P/N: 12993100 - 120 EACH @ 300 days after award (210 days after FATR approval)
CLIN 0005	SPARE PARTS (SEE ATTACHED)	P/N: VARIOUS - ANY OR ALL @ 240 days after award.

9. *****IMPORTANT FIRST ARTICLE (FA) INFORMATION*****

OFFERORS WILL NOTE THAT THE ONLY FIRST ARTICLE TESTS REQUIRED ARE THOSE IDENTIFIED IN SECTION E (SCHEDULE B, CLIN 0003 and CLIN 0004) OF THIS SOLICITATION AND BIDS SHOULD BE BASED ON THOSE REQUIREMENTS. OFFERORS SHOULD ASSURE THEY THOROUGHLY REVIEW THE TECHNICAL DATA PACKAGE (DRAWINGS, QUALITY ASSURANCE PROVISIONS AND DETAILED SPECIFICATIONS) TO HAVE A COMPLETE UNDERSTANDING OF ALL THE QUALITY/ENGINEERING REQUIREMENTS CONTAINED IN THIS SOLICITATION.

10. The Government is only obligated to purchase the quantities ordered under a signed Delivery Order and is not liable for the Contractor's decision to build quantities in advance of orders.

11. The solicitation clauses apply to all CLINS/SUBCLINSs unless specifically annotated otherwise.

12. Engineering Change Proposal (ECP) L1A2095 for CLIN 0002 is approved and the associated Notices of Revision (NORs) are incorporated into this solicitation as attachment 002. The NORs add alternate callouts for electrical wire and circuit capacitors for electrical hardware of the Howitzer Improvement Power Enhancement (HIPE) Kit for the M198 Howitzer.

13. Engineering Change Proposal (ECP) L2A2005 is approved and the associated NORs are incorporated into this solicitation as attachment 003. The NORs correct and revise various mounting hardware part number callouts on various assemblies of the HIPE Kit, P/N: 12993001, for the M198 Howitzer.

14. Engineering Change Proposal (ECP) L2A2008 for CLIN 0002 is approved and the associated NORs are incorporated into this solicitation as attachment 004. The NORs modify the circuit board for the Speaker Box to support spare part provisioning and changes various vendor names and hardware part numbers.

15. Engineering Change Proposal (ECP) L2A2009 for CLIN 0004 is approved and the associated NORs are incorporated into this solicitation as attachment 005. The NORs change/correct vendor names and hardware part numbers.

16. The Progress Payment clause(s) are incorporated into this solicitation as the solicitation may result in a contract providing for progress payments.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 72****PIIN/SIIN** DAAE20-02-R-0025**MOD/AMD****Name of Offeror or Contractor:**

17. The Government Furnished Property (GFP) listed in Clause HS6075 of this solicitation, will be furnished for use in the performance of the resulting contract.

18. Only Contracting Officers of the following activity are authorized to issue orders under this requirements contract:

Tank Automotive and Armaments Command (TACOM) - Rock Island
AMSTA-LC-CFA-A
ROCK ISLAND, ILLINOIS 61299-7630

19. The market research established that the Government's need could not be met by a type of item customarily available in the marketplace, therefore, FAR Part 12 shall not be used.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 6135-01-494-3607 NOUN: BATTERY BOX ASSEMBLY FSCM: 19200 PART NR: 12992950 SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****</p> <p>SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 240 DAYS AFTER AWARD AT A RATE OF 120 EACH PER MONTH.</p> <p>DELIVERY DESTINATION FOR PRODUCTION QUANTITIES:</p> <p>SHIP TO: COMMANDER ROCK ISLAND ARSENAL ATTN: SIORI-ICD, MR. WALTER MARTIN BUILDING 299 RECEIVING ROCK ISLAND, IL 61299-5000</p> <p>MARK FOR: NOTIFY: MR. STEVE SPROSTON, AMSTA-LC-CF, (309) 782-4059, OR MR. GREG CARBER, AMSTA-LC-CF, (309) 782-2625, UPON RECEIPT</p> <p>DELIVERY DESTINATION FOR SPARE PARTS:</p> <p>SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SUPPLEMENTAL ADDRESS CODE: W25G1U</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12992950 REVISION: - DATE: 12-MAR-2002</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12992950 (ATTACHMENT 6) LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1025-01-494-3624 NOUN: ANTENNA/NATO BOX ASSEMBLY FSCM: 19200 PART NR: 12992960 SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****</p> <p>SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 240 DAYS AFTER AWARD AT A RATE OF 120 EACH PER MONTH.</p> <p>DELIVERY DESTINATION FOR PRODUCTION QUANTITIES:</p> <p>SHIP TO: COMMANDER ROCK ISLAND ARSENAL ATTN: SIORI-ICD, MR. WALTER MARTIN BUILDING 299 RECEIVING ROCK ISLAND, IL 61299-5000</p> <p>MARK FOR: NOTIFY: MR. STEVE SPROSTON, AMSTA-LC-CF, (309) 782-4059, OR MR. GREG CARBER, AMSTA-LC-CF, (309) 782-2625, UPON RECEIPT</p> <p>DELIVERY DESTINATION FOR SPARE PARTS:</p> <p>SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SUPPLEMENTAL ADDRESS CODE: W25G1U</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12992960 REVISION: - DATE: 12-MAR-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12992960 (ATTACHMENT 7) LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>				
0003	<p><u>Supplies or Services and Prices/Costs</u></p>				
0003AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NSN: 1025-01-494-1560 NOUN: RADIO BOX ASSEMBLY FSCM: 19200 PART NR: 12993050 SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****</p> <p>THE GOVERNMENT (PROCURING CONTRACTING OFFICER, MR. BARRY HARTLEBEN, (309) 782-7116 OR CONTRACT SPECIALIST, MS. LINDA GRAFF (309) 782-3136), SHALL BE NOTIFIED, IN WRITING, AT LEAST 20 DAYS PRIOR TO START OF THE FIRST ARTICLE TEST.</p> <p>DELIVERY OF THE FIRST ARTICLE TEST REPORT (FATR) SHALL BE 90 DAYS AFTER AWARD.</p> <p>PER CLAUSE ES6010 - FIRST ARTICLE TEST (CONTRACTOR TESTING)</p> <p>1. ONE COPY OF THE FIRST ARTICLE TEST REPORT WILL BE SUBMITTED THROUGH THE ACO TO THE CONTRACTING OFFICER AT:</p> <p>DEPARTMENT OF THE ARMY U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND 1 ROCK ISLAND ARSENAL ATTN: MR. BARRY HARTLEBEN, AMSTA-LC-CFA-A, BLDG. 104 ROCK ISLAND, ILLINOIS 61299-7630.</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>2. WITH A COPY FURNISHED TO: AMSTA-AR-QAW-C ATTN: MR. FRANK JAMIESON</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12993050 DATE: 22-FEB-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12993050 (ATTACHMENT 8) UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0250-14-941-560 NOUN: RADIO BOX ASSEMBLY FSCM: 19200 PART NR: 12993050 SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****</p> <p>SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 210 DAYS AFTER APPROVAL OF THE FIRST ARTICLE TEST REPORT (FATR) AT A RATE OF 120 EACH PER MONTH.</p> <p>FOR SUBSEQUENT ORDERS WITHOUT A FIRST ARTICLE SCHEDULE, SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 240 DAYS AFTER AWARD.</p> <p>DELIVERY DESTINATION FOR PRODUCTION QUANTITIES: SHIP TO: COMMANDER</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-R-0025 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ROCK ISLAND ARSENAL ATTN: SIORI-ICD, MR. WALTER MARTIN BUILDING 299 RECEIVING ROCK ISLAND, IL 61299-5000</p> <p>MARK FOR: NOTIFY: MR. STEVE SPROSTON, AMSTA-LC-CF, (309) 782-4059, OR MR. GREG CARBER, AMSTA-LC-CF, (309) 782-2625, UPON RECEIPT</p> <p>DELIVERY DESTINATION FOR SPARE PARTS:</p> <p>SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SUPPLEMENTAL ADDRESS CODE: W25GLU</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12993050 DATE: 22-FEB-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12993050 (ATTACHMENT 8) UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>				
0004	<u>Supplies or Services and Prices/Costs</u>				
0004AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NSN: 1025-01-494-6368 NOUN: POWER SUPPLY DIST. UNIT-PSDU FSCM: 19200 PART NR: 3100 SECURITY CLASS: Unclassified</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p>*****ATTENTION*****</p> <p>THE GOVERNMENT (PROCURING CONTRACTING OFFICER, MR. BARRY HARTLEBEN, (309) 782-7116 OR CONTRACT SPECIALIST, MS. LINDA GRAFF (309) 782-3136), SHALL BE NOTIFIED, IN WRITING, AT LEAST 20 DAYS PRIOR TO START OF THE FIRST ARTICLE TEST.</p> <p>DELIVERY OF THE FIRST ARTICLE TEST REPORT (FATR) SHALL BE 90 DAYS AFTER AWARD.</p> <p>PER CLAUSE ES6010 - FIRST ARTICLE TEST (CONTRACTOR TESTING)</p> <p>1. ONE COPY OF THE FIRST ARTICLE TEST REPORT WILL BE SUBMITTED THROUGH THE ACO TO THE CONTRACTING OFFICER AT:</p> <p>DEPARTMENT OF THE ARMY U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND 1 ROCK ISLAND ARSENAL ATTN: MR. BARRY HARTLEBEN, AMSTA-LC-CFA-A, BLDG. 104 ROCK ISLAND, ILLINOIS 61299-7630.</p> <p>2. WITH A COPY FURNISHED TO: AMSTA-AR-QAW-C ATTN: MR. FRANK JAMIESON</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12993100 (ATTACHMENT 9) UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1025-01-494-6368</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: POWER SUPPLY DIST. UNIT-PSDU FSCM: 19200 PART NR: 3100 SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****</p> <p>SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 210 DAYS AFTER APPROVAL OF THE FIRST ARTICLE TEST REPORT (FATR) AT A RATE OF 120 EACH PER MONTH.</p> <p>FOR SUBSEQUENT ORDERS WITHOUT A FIRST ARTICLE SCHEDULE, SHIPMENT OF PRODUCTION QUANTITIES OR SPARE PARTS BEGIN 240 DAYS AFTER AWARD.</p> <p>DELIVERY DESTINATION FOR PRODUCTION QUANTITIES:</p> <p>SHIP TO: COMMANDER ROCK ISLAND ARSENAL ATTN: SIORI-ICD, MR. WALTER MARTIN BUILDING 299 RECEIVING ROCK ISLAND, IL 61299-5000</p> <p>MARK FOR: NOTIFY: MR. STEVE SPROSTON, AMSTA-LC-CF, (309) 782-4059, OR MR. GREG CARBER, AMSTA-LC-CF, (309) 782-2625, UPON RECEIPT</p> <p>DELIVERY DESTINATION FOR SPARE PARTS:</p> <p>SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SUPPLEMENTAL ADDRESS CODE: W25G1U</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12993100 DATE: 05-APR-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI NUMBER (AM) P12993100 (ATTACHMENT 9) UNIT PACK: 001</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial SEE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>WITHOUT FIRST ARTICLE - DESTINATION</u></p> <p>NSN: Interim Control Number NOUN: SPARE PARTS FSCM: 19200 PART NR: VARIOUS SECURITY CLASS: Unclassified</p> <p>*****ATTENTION*****ATTENTION*****</p> <p>SPARE PARTS - CLIN 0005</p> <p>SPARE PARTS ARE LISTED AS SUB-CLINS 0005AA THROUGH 0005EU.</p> <p>ANY OR ALL SPARE PARTS SHALL BE DELIVERED 240 DAYS AFTER AWARD.</p> <p>DO NOT PUT PRICES IN SCHEDULE B OF THE SOLICITATION. ATTACHMENT 01 IS AN EXCEL SPREADSHEET FOR PRICING THIS EFFORT. SEE SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SUPPLEMENTAL ADDRESS CODE: W25G1U</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: VARIOUS</p> <p><u>Packaging and Marking</u></p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING REQUIREMENTS FOR THE SPARE PARTS ARE IAW SECTION D CLAUSE DS6413. (End of narrative D001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
	SPARE PARTS				
	CLIN P/N NOMENCLATURE				
	0005AA 12992910 Circuit Breaker				
	0005AB 12992911 Switch, Rotary				
	0005AC 12992913 Pad, Cushioning				
	0005AD 12992914 Cable Assembly, Power				
	0005AE 12992916 Cable Assembly, Special				
	0005AF 12992918 Washer, Seal				
	0005AG 12992935 Electronic Component				
	0005AH 12992939 Housing, Electronic				
	0005AJ 12992940 Connector Assembly				
	0005AK 12992945 Retainer, Battery				
	0005AL 12992947 Pad, Cushioning				
	0005AM 12992948 Cover, Access				
	0005AN 12992975 Cable Assembly, Special				
	0005AP 12992978 Connector, Receptacle				
	0005AQ 12993002 Cable Assembly, Special				
	0005AR 12993010 Circuit Card Assembly				
	0005AS 12993012 Microcircuit, Linear				
	0005AT 12993013 Loudspeaker, Electronic				
	0005AU 12993015 Power Supply				
	0005AV 12993016 Knob				
	0005AW 12993017 Microcircuit, Linear				
	0005AX 12993020 Gasket				
	0005YY 12993021 Cover, Access				
	0005AZ 12993022 Cover, Loudspeaker				
	0005BA 12993023 Heat Sink				
	0005BB 12993030 Loudspeaker-Amplifier				
	0005BC 12993040 Cable Assembly, Special				
	0005BD 12993041 Gasket				
	0005BE 12993046 Cap, Protective, Dust				
	0005BF 12993049 Cover Assembly, Radio				
	0005BG 12993065 Rod End, Threaded				
	0005BH 12993068 Clamp, Synchro				
	0005BJ 12993069 Clamp, Synchro				
	0005BK 12993070 Bolt, Eccentric Head				
	0005BL 12993074 Nut, Plain, Barrel				
	0005BM 12993076 Bumper, Nonmetallic				
	0005BN 12993083 Screw, Cap, Socket Head				
	0005BP 12993101 Housing				
	0005BQ 12993105 Gasket				
	0005BR 12993115 Circuit Card Assembly				
	0005BS 12993116 Circuit Card Assembly				
	0005BT 12993117 Circuit Card Assembly				
	0005BU 12993118 Wiring Harness				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005BV	12993119 Cable Assembly, Special				
0005BW	12993120 Wiring Harness				
0005BX	12993121 Wiring Harness				
0005BY	12993122 Cable Assembly, Switch				
0005BZ	12993123 Wiring Harness				
0005CA	12993124 Wiring Harness				
0005CB	12993125 Meter, Multiple Scale				
0005CC	12993126 Wiring Harness				
0005CD	12993127 Cable Assembly, Power				
0005CE	12993129 Spacer, Plate				
0005CF	12993130 Plate, Mounting				
0005CG	12993131 Spacer, Sleeve				
0005CH	12993135 Heat Sink, Electrical				
0005CJ	12993137 Bezel Window				
0005CK	12993138 Cover, Access				
0005CL	12993139 Connector, Receptacle				
0005CM	12993140 Connector, Receptacle				
0005CN	12993141 Connector, Receptacle				
0005CP	12993142 Connector, Receptacle				
0005CQ	12993143 Connector, Receptacle				
0005CR	12993150 Connector Assy, Electrical				
0005CS	12993155 Heat Sink, Electrical				
0005CT	12993158 Semiconductor Device				
0005CU	12993159 Plate, Mounting				
0005CV	12993160 Gasket				
0005CW	12993161 Window Observation				
0005CX	12993162 Spacer, Plate				
0005CY	12993163 Pad, Cushioning				
0005CZ	12993164 Arrester, Electrical				
0005DA	12993165 Microcircuit, Linear				
0005DB	12993167 Microcircuit, Digital				
0005DC	12993168 Microcircuit, Digital				
0005DD	12993169 Transistor				
0005DE	12993170 Relay, Solid State				
0005DF	12993171 Semiconductor Device				
0005DG	12993172 Heat Sink, Electrical				
0005DH	12993173 Shield, Switch				
0005DJ	12993174 Light, Indicator				
0005DK	12993177 Lens, Light				
0005DL	12993178 Resistor, Fixed Wire				
0005DM	12993182 Heat Sink, Electrical				
0005DN	12993183 Semiconductor Device				
0005DP	12993184 Microcircuit, Digital				
0005DQ	12993185 Microcircuit, Digital				
0005DR	12993186 Socket, Plug-in Electrical				
0005DS	12993187 Semiconductor Device				
0005DT	12993189 Circuit Card Assembly				
0005DU	12993190 Circuit Card Assembly				
0005DV	12993191 Heat Sink, Electrical				
0005DW	12993192 Heat Sink, Electrical				
0005DX	12993193 Washer, Shoulder				
0005DY	12993194 Plate, Mounting				
0005DZ	12993195 Microcircuit, Digital				
0005EA	12993196 Wiring Harness				
0005EB	12993199 Circuit Card Assembly				
0005EC	12992917-3 Cable Assembly, Special				
0005ED	12992917-4 Cable Assembly, Special				
0005EE	12992917-5 Cable Assembly, Special				
0005EF	12992917-8 Cable Assembly, Special				
0005EG	12992917-9 Cable Assembly, Special				
0005EH	12993019-1 Heat Sink, Electrical				
0005EJ	12993019-2 Heat Sink, Electrical				
0005EK	12993134-1 Power Supply				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005EL	12993134-2 Power Supply				
0005EM	12993136-1 Power Supply				
0005EN	12993136-2 Power Supply				
0005EP	12993136-3 Power Supply				
0005EQ	12993136-4 Power Supply				
0005ER	12993166-1 Regulator Assembly, Voltage				
0005ES	12993166-2 Regulator Assembly, Voltage				
0005ET	12993176-1 Light Emitting Diode				
0005EU	12993176-2 Light Emitting Diode				
	(End of narrative F001)				

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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:

None, unless authorized by the Contracting Officer.

(BA6701)

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

A. CLIN 0001 AND APPLICABLE SPARES ON CLIN 0005

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 12992950 with revisions in effect as of 3/12/02 (except as follows):

<u>DOCUMENT</u>	<u>DELETE</u>	<u>ADD</u>
12992978	GATEWAY CABLE CO., INC. 372 MEYER ROAD BENSENVILLE, IL 60106	GATEWAY CABLE CO. 372 NORTH MEYER ROAD BENSENVILLE, IL 60106

*****ATTENTION*****

Engineering Change Proposal (ECP) L2A2005 is approved and the associated NORs 1 through 17, are incorporated into this solicitation as attachment 003. The NORs correct and revise various mounting hardware part number callouts on various assemblies of the HIPE Kit, P/N: 12993001, for the M198 Howitzer. NOR #14 and #15 (Document #12993001, Sht 1 & 2), Will not affect any assembly for this procurement. This is a package contents drawing which lists everything that is contained in the kit overall.

B. CLIN 0002 AND APPLICABLE SPARES ON CLIN 0005

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 12992960 with revisions in effect as of 03/12/02 (except as follows):

LEVER (A) PACKAGING SHALL BE IN ACCORDANCE WITH METHOD (41) OF MIL-STD-2073-1 UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

<u>DOCUMENT</u>	<u>DELETE</u>	<u>ADD</u>
12992978	GATEWAY CABLE CO. INC. 372 MEYER ROAD BENSENVILLE, IL 60106	GATEWAY CABLE CO. INC. 372 NORTH MEYER ROAD BENSENVILLE, IL 60106
SQ12992960	Pg. 4 Paragraph 502 502. Circuit Continuity The cable assembly shall be tested in accordance with Mil-Std-202, Method 303, to determine its conformance to the provisions of drawing 12992950. Conduct continuity between center pin of the vehicle receptacle, positive pin, (P/N 12992978) and the receptacle jumper, pin A, (P/N 12992916). This shall	Pg. 4 Paragraph 502 502. Circuit Continuity The assembly shall be tested in accordance with Mil-Std-202, Method 303. Conduct continuity testing in accordance with the wiring diagram of 12992960. Continuity shall be verified between the center pin of the vehicle receptacle, positive pin, (P/N 12992978) and pin A of the receptacle jumper

Name of Offeror or Contractor:

SQ12992961	<p>be an open circuit with maximum allowable resistance shall be 1.0 Ohm. Conduct continuity between center pin of the vehicle receptacle, positive pin, (P/N 12992978) and the outer shell, negative. This shall be an open circuit.</p> <p>Pg. 5 Paragraph 501. Adhesion Test. Apply primer and topcoat per applicable methods as required by drawing 12369001. Conduct adhesion test after application of the topcoat. The adhesion test shall be conducted in accordance with Mil-C-53072.</p>	<p>(P/N 12992916). Continuity shall also be verified between center pin of the vehicle receptacle, positive pin, (P/N 12992978) and the outer shell, negative. Maximum allowable resistance shall be 1.0 Ohm.</p> <p>Pg. 5 Paragraph 501. Adhesion Test. Conduct adhesion test after application of the primer and again after application of the topcoat. The adhesion test shall be conducted in accordance with Mil-C-53072.</p>
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*****ATTENTION*****

1. Engineering Change Proposal (ECP) L1A2095 was approved with modification. The modification involves a change to the Notice of Revision (NOR) for document 12993010 to add an additional part number correction and the addition of a NOR for document 12993189 to correct a part number callout for a circuit capacitor. The following NORs, (attachment 002), are hereby incorporated to add alternate callouts for electrical wire and circuit capacitors for electrical hardware of the Howitzer Improvement Power Enhancement (HIPE) Kit for the M198 Howitzer:

- NOR 1 - 12993010
- NOR 2 - 12993040
- NOR 3 - 12993115
- NOR 4 - 12993116
- NOR 5 - 12993118
- NOR 6 - 12993119
- NOR 7 - 12993120
- NOR 8 - 12993121
- NOR 9 - 12993122
- NOR 10 - 12993122
- NOR 11 - 12993123
- NOR 12 - 12993124
- NOR 13 - 12993125
- NOR 14 - 12993126
- NOR 15 - 12993127
- NOR 16 - 12993198
- NOR 17 - 12993199
- NOR 18 - SQ12993125
- NOR 19 - SQ12993040
- NOR 20 - D12993189

2. Engineering Change Proposal (ECP) L2A2005 is approved and the associated NORs 1 through 17, are incorporated into this solicitation as attachment 003. The NORs correct and revise various mounting hardware part number callouts on various assemblies of the HIPE Kit, P/N: 12993001, for the M198 Howitzer. NOR #14 and #15 (Document #12993001, Sht 1 & 2), Will not affect any assembly for this procurement. This is a package contents drawing which lists everything that is contained in the kit overall.

- NOR 1 - 12992928 SHT 1 & SHT 2
- NOR 2 - 12992935 SHT 1 & SHT 2
- NOR 3 - 12992940
- NOR 4 - 12992950 SHT 1
- NOR 5 - 12992950 SHT 2 & SHT 2
- NOR 6 - 12992960 SHT 1

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Name of Offeror or Contractor:

NOR 7 - 12992960 SHT 2
 NOR 8 - 12993000 SHT 1
 NOR 9 - 12993000 SHT 4
 NOR 10 - 12993000 SHT 5
 NOR 11 - 12993000 SHT 6
 NOR 12 - 12993000 SHT 7
 NOR 13 - 12993000 SHT 8
 NOR 14 - 12993001 SHT 1
 NOR 15 - 12993001 SHT 2
 NOR 16 - SQ12992961
 NOR 17 - SQ12992960

3. Engineering Change Proposal (ECP) L2A2008 is approved and, incorporation of the following Notices of Revision (NORs) and applicable Quality Assurance Provisions (QAP), (attachment 03), modifies the circuit board for the Speaker Box to support spare part provisioning and changes various vendor names and hardware part numbers for the Howitzer Improvement Power Enhancement (HIPE) Kit for the M198 Howitzer:Engineering:

NOR 1 - 12992918
 NOR 2 - 12993010
 NOR 3 - 12993011
 NOR 4 - 12993012
 NOR 5 - 12993014
 NOR 6 - 12993015
 NOR 7 - 12993017
 NOR 8 - 12993030 SHT 1
 NOR 9 - 12993030 SHT 2
 NOR 10 - 12993049
 NOR 11 - 12993050
 NOR 12 - 12993051
 NOR 13 - 12993077
 NOR 14 - 12993081
 NOR 15 - 12993083
 NOR 16 - 12993088
 NOR 17 - SQ12993010

C. CLIN 0003 AND APPLICABLE SPARES ON CLIN 0005

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 12993050 with revisions in effect as of 02/22/02 (except as follows):

LEVER (A) PACKAGING SHALL BE IN ACCORDANCE WITH METHOD (41)
 OF MIL-STD-2073-1 UNLESS SPECIFIED IN THE SOLICITATION.

DOCUMENT	DELETE	ADD
12993050	ANSI B18.22.1	ASME B18.22.1
12993050	ACME B18.2.2	ASME B18.22.1
12993011	PPI TIME ZERO 262 BUFFALO AVE PATERSON, NJ 07503	PPI TIME ZERO 255 MIDLAND AVE GARFIELD, NJ 07026-1710
12993011	3T319 REV A	3T319
12993015	LAMBDA ELECTRONICS INC 515 BROAD HOLLOW ROAD MELVILLE, NY 11747-3700	LAMBDA ELECTRONICS INC 3055 DEL SOL BLVD SAN DIEGO, CA 92154
12993017	INTERSIL CORP 1025 W. NASA BLVD MELBOURNE, FL 32919 DG303AAK/883	INTERSIL CORP 2401 PALM BAY RD. PALM BAY, FL 32905 HI1-0303-2

Name of Offeror or Contractor:

12993081	RAYCHEM CORP ELECTRONICS DIV 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164	TYCO ELECTRONICS CORP RAYCHEM CABLE IDENT- IFICATION & PROTECTION 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164
12993012	BURR-BROWN CORPORATION INTERNATIONAL AIRPORT INDUSTRIAL PARK PO BOX 11400 TUCSON, AZ 85734	BURR-BROWN CORPORATION 6730 S TUCSON BLVD PO BOX 11400 TUCSON,AZ 85734-1400
12993005	RAYCHEM CORP ELECTRONICS DIV 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164	TYCO ELECTRONICS CORP RAYCHEM CABLE IDENT- IFICATION & PROTECTION 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164
12993008	RAYCHEM CORP ELECTRONICS DIV 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164	TYCO ELECTRONICS CORP RAYCHEM CABLE IDENT- IFICATION & PROTECTION 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164
12992971	RAYCHEM CORP ELECTRONICS DIV 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164	TYCO ELECTRONICS CORP RAYCHEM CABLE IDENT- IFICATION & PROTECTION 300 CONSTITUTION DRIVE MENLO PARK,CA 94025-1164

*****ATTENTION*****

Engineering Change Proposal (ECP) L2A2005 is approved and the associated NORs 1 through 17, are incorporated into this solicitation as attachment 003. The NORs correct and revise various mounting hardware part number callouts on various assemblies of the HIPE Kit, P/N: 12993001, for the M198 Howitzer. NOR #14 and #15 (Document #12993001, Sht 1 & 2), Will not affect any assembly for this procurement. This is a package contents drawing which lists everything that is contained in the kit overall.

- NOR 1 - 12992928 SHT 1 & SHT 2
- NOR 2 - 12992935 SHT 1 & SHT 2
- NOR 3 - 12992940
- NOR 4 - 12992950 SHT 1
- NOR 5 - 12992950 SHT 2 & SHT 2
- NOR 6 - 12992960 SHT 1
- NOR 7 - 12992960 SHT 2
- NOR 8 - 12993000 SHT 1
- NOR 9 - 12993000 SHT 4
- NOR 10 - 12993000 SHT 5
- NOR 11 - 12993000 SHT 6
- NOR 12 - 12993000 SHT 7
- NOR 13 - 12993000 SHT 8
- NOR 14 - 12993001 SHT 1
- NOR 15 - 12993001 SHT 2
- NOR 16 - SQ12992961
- NOR 17 - SQ12992960

D. CLIN 0004 AND APPLICABLE SPARES ON CLIN 0005

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 12993100 with revisions in effect as of 04/05/02 (except as follows):

DOCUMENT	DELETE	ADD
12993186	MOLEX INC	TYCO ELECTRONICS CORP

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-R-0025

MOD/AMD

Name of Offeror or Contractor:

	2222 WELLINGTON CT LISLE, IL 60532-1613 CAGE CODE 27264 VENDOR PART NO. 42000-1610	2800 FULLING MILL RD MIDDLETOWN, PA 17057 CAGE CODE 00779 VENDOR PART NO. 2-641600-3
12993168	Q T OPTOELECTRONICS 610 N MARY AVE SUNNYVILLE, CA 94086 CAGE CODE 58361	FAIRCHILD SEMICONDUCTOR 82 RUNNING HILL RD. SOUTH PORTLAND, ME 04106 CAGE CODE 07263
12993195	Q T OPTOELECTRONICS 610 MARY AVE SUNNYVALE, CA 94086 CAGE CODE 58361	FAIRCHILD SEMICONDUCTOR 82 RUNNING HILL ROAD SOUTH PORTLAND, ME 04106 CAGE CODE 07263
12993158	MOTOROLA SEMICONDUCTOR PRODUCTS 5005 E MCDOWELL RD P.O. BOX 20912 PHOENIX, AZ 85036	ON SEMICONDUCTOR 5005 EAST MCDOWELL PHOENIX, AZ 85008
12993166	MOTOROLA SEMICONDUCTOR PRODUCTS 5005 E MCDOWELL RD P.O. BOX 20912 PHOENIX, AZ 85036	ON SEMICONDUCTOR 5005 EAST MCDOWELL PHOENIX, AZ 85008
12993171	MOTOROLA SEMICONDUCTOR PRODUCTS 5005 E MCDOWELL RD P.O. BOX 20912 PHOENIX, AZ 85036	ON SEMICONDUCTOR 5005 EAST MCDOWELL PHOENIX, AZ 85008
12993170	S T MICROELECTRONICS 55 OLD BEDFORD RD LINCOLN, MA 01773	S T MICROELECTRONICS 125 CAMBRIDGE PARK DR #4 CAMBRIDGE, MA 02140
12993197	VENDOR PART NO. SM125-C	VENDOR PART NO. SM1275-C
12993178	ADDRESS 3000 CYPRESS AVE	ADDRESS 300 CYPRESS AVE
12993167	INTERSIL CORP 1025 WEST NASA BLVD MELBOURNE, FL 32919 CAGE CODE 34371 VENDOR PART NO. CD4043BE	MOTOROLA SEMICONDUCTOR PRODUCTS 2100 E ELLIOT RD TEMPE, AZ 85284 CAGE CODE 04713 VENDOR PART NO. 14043B/BEAJC
12993164	PHILLIPS ECG INC 100 FIRST AVE WALTHAM, MA 02154 CAGE CODE 0AD30	PHILIPS ECG INC DIV OF NORTH AMERICAN PHILIPS CORP 700 N PRATT ST OTTAWA, OH 45875-1554 CAGE CODE 61636
12993187	ADDRESS 50 PLEASANT ST	ADDRESS 580 PLEASANT ST

LEVER (A) PACKAGING SHALL BE IN ACCORDANCE WITH METHOD 41
OF MIL-STD-2073-1 UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

12993122 Mil-Dtl-16878/5 Mil-Dtl-16878

*****ATTENTION*****

1. Engineering Change Proposal (ECP) L2A2005 is approved and the associated NORs 1 through 17, are incorporated into this solicitation as attachment 003. The NORs correct and revise various mounting hardware part number callouts on various assemblies of the HIPE Kit, P/N: 12993001, for the M198 Howitzer. NOR #14 and #15 (Document #12993001, Sht 1 & 2), Will not affect any assembly for this procurement. This is a package contents drawing which lists everything that is contained in the kit overall.

NOR 1 - 12992928 SHT 1 & SHT 2
NOR 2 - 12992935 SHT 1 & SHT 2
NOR 3 - 12992940

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Name of Offeror or Contractor:

- NOR 4 - 12992950 SHT 1
- NOR 5 - 12992950 SHT 2 & SHT 2
- NOR 6 - 12992960 SHT 1
- NOR 7 - 12992960 SHT 2
- NOR 8 - 12993000 SHT 1
- NOR 9 - 12993000 SHT 4
- NOR 10 - 12993000 SHT 5
- NOR 11 - 12993000 SHT 6
- NOR 12 - 12993000 SHT 7
- NOR 13 - 12993000 SHT 8
- NOR 14 - 12993001 SHT 1
- NOR 15 - 12993001 SHT 2
- NOR 16 - SQ12992961
- NOR 17 - SQ12992960

2. Engineering Change Proposal (ECP) L2A2009 is approved and incorporation of the following Notices of Revision (NORs) (attachment 03), changes/correct vendor names and hardware part numbers

- NOR 1 - 12993100
- NOR 2 - 12993115
- NOR 3 - 12993115
- NOR 4 - 12993117
- NOR 5 - 12993128
- NOR 6 - 12993132
- NOR 7 - 12993133
- NOR 8 - 12993158
- NOR 9 - 12993164
- NOR 10 - 12993166
- NOR 11 - 12993167
- NOR 12 - 12993168
- NOR 13 - 12993169
- NOR 14 - 12993170
- NOR 15 - 12993171
- NOR 16 - 12993178
- NOR 17 - 12993186 (PAGE 2 OF THIS NOR HAS DOCUMENT NO. 12993189 WHICH IS INCORRECT AND SHOULD BE 12993186. THE NOR WILL BE CORRECTED.
- NOR 18 - 12993187
- NOR 19 - 12993188
- NOR 20 - 12993189
- NOR 21 - 12993190
- NOR 22 - 12993195
- NOR 23 - 12993197

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
TACOM-RI

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

N/A

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

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

N/A

Name of Offeror or Contractor:

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

N/A

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

(End of Clause)

(CS6191)

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 included NORs completely defining the change to be made. Contractors may also submit RFD, 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 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 VECPs from two or more contractors, the contracts whose VECP 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 VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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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 52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

FOR CLINS 0001, 0002, 0003, 0004, AND 0005

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

b. The following Packaging requirements shall apply:

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

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

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

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

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

(2) Unit package:

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

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

(3) Intermediate Package:

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

(4) Packing:

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

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

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must

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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.

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

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

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

g. SUPPLEMENTAL INSTRUCTIONS:

1. Packaging shall be in accordance with ASTM D 3951 and successfully passed tests levels of ASTM D 4169, Distribution Cycle 18, Assurance level I, Acceptance Criterion 3 (DI-MISC-80508). The temperate high humidity atmosphere conditions of ASTM D 4332 shall be used for schedule H of D4169. The warehouse stacking height shall be 16 ft. The shipping unit shall be the unit pack. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging.

2. The contractor is exempted from testing if other data can be provided and is acceptable to the Government.

2.1 Furnished data - Detailed packaging instructions or designs are furnished by the acquisition activity. This includes the predetermined codes to be used for common items.

2.2 Previous test records - The contractor has previous successful test records for the same or similar item.

2.3 Approved engineering data - The contractor has engineering data which has been approved by the cognizant DOD activity and indicates that the proposed packaging design will successfully meet the requirements of the contract.

2.4 Multiapplication containers - items meet the weight, dimension and fragility requirements of MIL-STD-2073-1, Table C.IV and are packed in the appropriate multiapplication container.

2.5 Contractor shipping data - The contractor has historical shipping data confirming adequate protection is provided using the same or equivalent packaging.

3. Similar items do not require retesting.

4. SPECIAL PACKAGING INSTRUCTIONS (SPI) DO NOT APPLY FOR THIS PROCUREMENT, HOWEVER THEY MAY BE USED FOR GUIDANCE.

CLIN 0001 - SPI Number: P12992950, DATED 27 FEB 02

CLIN 0002 - SPI Number: P12992960, DATED 27 FEB 02

CLIN 0003 - SPI Number: P12993050, DATED 19 FEB 02

CLIN 0004 - SPI Number: P12993100, DATED 18 APR 02

(End of clause)

(DS6413)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

(EA7001)

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

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

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPH 7.3
()	QUALITY SYSTEMS-MODEL FOR QA	ISO9002	1994	UNTAILORED

(End of clause)

(EF6002)

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

CLIN 0003AA

3 EACH - RADIO BOX ASSEMBLIES, P/N: 12993050
COMPLIANCE TO DRAWING, DTL 12993030 AND ASSOCIATED SQAP IS REQUIRED

CLIN 0004AA

3 EACH POWER DISTRIBUTION BOX, P/N: 12993100
COMPLIANCE TO DRAWING, DTL 12993100 AND ASSOCIATED SQAP IS REQUIRED

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

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

Name of Offeror or Contractor:

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

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

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

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

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

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

d. The Contractor shall provide to the Contracting Officer at least 20 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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

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

(End of Clause)

(ES6016)

E-5	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	TACOM-RI		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost	Unit of Each	Iss
BRACKETS					
SHOCK ISOLATORS	-2-	-3-	-4-	-5-	

b. Estimated Weight: -6- pounds.

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Name of Offeror or Contractor:

c. Cube: -7- cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-CM-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

E-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI
FOR CLINS 0001, 0002, 0003AA, 0003AB, 0004AA, 0004AB, AND 0005

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

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

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Name of Offeror or Contractor:

(ES7011)

E-9 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001
 TACOM-RI

FOR CLINS 0001, 0002, 0003AA, 0003AB, 0004AA, 0004AB, AND 0005

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

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

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

(1) _____ NOT CERTIFIED

(2) _____ CERTIFIED

(i) _____ DATE OF CERTIFICATION

(ii) _____ CERTIFYING ACTIVITY

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

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

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

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

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

(End of Clause)

(ES7016)

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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	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

FOR CLINS 0001, 0003, 0004, AND APPLICABLE SPARES IN CLIN 0005

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed below for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth below.

(c) If the property is not received in accordance with the schedule set forth below, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Property (GFP) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFP which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

The following Government Furnished "Material," is Government property that will be incorporated into or attached to a deliverable end item.

			Unit
GOVERNMENT FURNISHED PROPERTY	Part Number	Spacecraft P/N	\$ Value
Jam Nut Receptacle	12992920-1	SCPB07R18-7S-F80	\$ 27.79
Jam Nut Receptacle	12992920-2	SCPB07R18-7P-F80	\$ 24.19
Jam Nut Receptacle	12992974	SCPB07R16C1-7P-223	\$ 81.39
Jam Nut Receptacle	12993156-1	SCPB07R16-12P-F80	\$ 26.79
Jam Nut Receptacle	12993156-2	SCPB07R16-12S-F80	\$ 29.79
Jam Nut Receptacle	12993157-1	SCPB07R18-11S-20-F80	\$ 27.09
Jam Nut Receptacle	12993157-2	SCPB07R18-11P-12-F80	\$ 26.49
ANTENNA	A3017899-2		\$293.02

(End of Clause)

(HS6075)

H-4	52.245-4511 TACOM-RI	DELINQUENT MATERIEL UNDER GOVERNMENT-FURNISHED MATERIAL CONTRACTS	JUL/1988
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Name of Offeror or Contractor:

FOR CLINS 0001, 0003, 0004, AND 0005

a. Time is of the essence in the performance of this contract. The item(s) to be provided under this contract will be furnished as Government furnished material in support of the Howitzer Improvement Power and Enhancement (HIPE) Program for the M198 Howitzer. Timely deliveries are required under your contract in order to meet delivery requirements in support of the fielding of the modified M198 Howitzer.

b. In the event deliveries under your contract become delinquent and the reason for the delinquency does not constitute an excusable delay within the meaning of the clause in your contract entitled "Default," the Government may assert a claim against your firm for any additional costs, (i.e., in-house Government costs or additional costs payable to any other contractor) to the Government as a result of your delinquency.

c. In the event the parties cannot agree on the amount of additional costs due the Government, the Contracting Officer shall establish costs that are fair and reasonable and shall set forth same in a unilateral modification to the contract. If the Contractor does not agree with the costs established by the Contracting Officer, the Contractor shall make a written claim to the Contracting Officer in accordance with the Contract Disputes Act of 1978 (41 USC 601 et. seq.). Upon receipt of that claim, the Contracting Officer will issue a final decision stating, among other things, that the decision is a final decision subject to appeal in accordance with the "Disputes" clause of the contract.

(End of Clause)

(HS6051)

H-5 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(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' (CLAUSE IA0527).

(b) Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically. 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 graffl@ria.army.mil. The data fax number for submission is (309) 782-1961, ATTN: Linda Graff.

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

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

(End of Clause)

(HS6510)

H-6 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

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

Shipped From:

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Name of Offeror or Contractor:

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

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

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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	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-10	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-13	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-15	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-16	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-23	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-27	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-28	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-34	52.232-25	PROMPT PAYMENT	FEB/2002
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-41	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-42	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-43	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-44	52.246-23	LIMITATION OF LIABILITY	FEB/1997

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I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-52	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-53	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-54	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-55	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-57	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-58	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-59	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-60	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-61	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-62	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-63	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-64	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-65	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-66	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-67	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-68	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-69	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-70	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-71	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-72	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-73	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-74	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-75	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award of the contract through the expiration date of the basic contract or option years if exercised.

Name of Offeror or Contractor:

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

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

End of Clause

(IF6155)

I-76 52.216-19 ORDER LIMITATIONS
CLINS 0001, 0002, 0003AB, AND 0004AB,

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ten (10) each of the items in CLIN 0001 and five (5) each of the items in CLINs 0002, 0003AB, and 0004AB, 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 2000 EACH;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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)

FOR CLIN 0005

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (SEE PRICING EVALUATION SPREADSHEET - LOWEST QUANTITY UNDER ORDER QUANTITY RANGE FOR EACH SUB-CLIN), 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 500 EACH;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.

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Name of Offeror or Contractor:		

(End of Clause)

(IF6029)

I-77 52.216-22 INDEFINITE QUANTITY OCT/1995

(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 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 DELIVERY OF THE LAST PRODUCTION QUANTITY ON ORDER.

(End of clause)

(IF6036)

I-78 52.232-16 PROGRESS PAYMENTS FEB/2002

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

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

Name of Offeror or Contractor:

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

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

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

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

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

(6) The total amount of progress payments shall not exceed eighty percent (85%) of the total contract price.

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

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

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (85%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to

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

(End of Clause)

(IF6182)

I-79 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-80 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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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 ES6016)

** (See Schedule B)

(End of Clause)

(IF7116)

I-82 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-83 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

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I-84 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-85 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-86 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) - ALTERNATE I (91-DEV- APR/1984
44)(AL 93-10)

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-

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furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g) means the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

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(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor or loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly

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reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government liability of the subcontractor for such loss, destruction, or damage.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7113)

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(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)

I-88 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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

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

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CLIN 0001 DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST (CDRL) AND ASSOCIATED DOCUMENT SUMMARY LIST	11-APR-2002	004	
Exhibit B	CLIN 0002 DD FORM 1423 CDRL AND ASSOCIATED DOCUMENT SUMMARY LIST	02-MAY-2002	004	
Exhibit C	CLIN 0003 DD FORM 1423 CDRL AND ASSOCIATED DOCUMENT SUMMARY LIST	11-APR-2002	004	
Exhibit D	CLIN 0004 DD FORM 1423 CDRL AND ASSOCIATED DOCUMENT SUMMARY LIST	06-MAY-2002	004	
Exhibit E	CLIN 0005 DD FORM 1423 CDRL AND ASSOCIATED DOCUMENT SUMMARY LIST	20-JUN-2002	004	
Attachment 001	PRICE EVALUATION SPREADSHEETS FOR CLINS 0001, 0002, 0003AA, 0003AB, 0004AA, 0004AB, AND 0005		031	
Attachment 002	NOTICE OF REVISIONS (NOR) 1 THROUGH 20 RESULTING FROM ENGINEERING CHANGE PROPOSAL L1A2095	29-JAN-2002	021	
Attachment 003	NOTICE OF REVISIONS (NOR) 1 THROUGH 17 RESULTING FROM ENGINEERING CHANGE PROPOSAL L2A2005	30-APR-2002	020	
Attachment 004	NOTICE OF REVISIONS (NOR) 1 THROUGH 20 RESULTING FROM ENGINEERING CHANGE PROPOSAL L2A2008	16-MAY-2002	029	
Attachment 005	NOTICE OF REVISIONS (NOR) 1 THROUGH 23 RESULTING FROM ENGINEERING CHANGE PROPOSAL L2A2009	16-MAY-2002	029	
Attachment 006	SPECIAL PACKAGING INSTRUCTION SHEET FOR CLIN 0001	27-FEB-2002	001	
Attachment 007	SPECIAL PACKAGING INSTRUCTION SHEET FOR CLIN 0002	27-FEB-2002	001	
Attachment 008	SPECIAL PACKAGING INSTRUCTION SHEET FOR CLIN 0003	19-FEB-2002	001	
Attachment 009	SPECIAL PACKAGING INSTRUCTION SHEET FOR CLIN 0004	18-APR-2002	001	
Attachment 010	TECHNICAL DATA ON CD-ROM		1CD	
Attachment 011	PAST PERFORMANCE INFORMATION QUESTIONNAIRE		003	

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

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal (SEE CDRL ATTACHMENT A001 FOR WEB SITE WHERE PREVIOUSLY USED ECP TEMPLATE CAN BE FOUND. TEMPLATE IS STILL ACCEPTABLE BUT NOT MANDATORY.)	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)

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

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 332999.

(2) The small business size standard is 500.

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

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

- (i) it _____ is
- _____ is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

- _____ is
- _____ is not

a service-disabled veteran-owned small business concern.

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

- (i) it _____ is
- _____ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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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

Name of Offeror or Contractor:

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

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

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

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

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

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

(End of Provision)

(KF7038)

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

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

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

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

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

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

(End of Provision)

(KF7023)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0025	Page 61 of 72 MOD/AMD
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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 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note:

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting

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Name of Offeror or Contractor:

contract performance cost data.

(c) Check the appropriate box below:

 (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable, Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

 (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

 (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

 (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50

Name of Offeror or Contractor:

million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7060)

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

(a) Definitions.

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

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Table with 2 columns: Line Item Number, Country of Origin. Includes horizontal lines for data entry.

(List only qualifying country end products.)

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

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin (If known)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-3	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-4	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

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

(LP6014)

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE, 3 YEAR INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT, resulting from this solicitation.

(End of Provision)

(LF6008)

L-9	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-ROCK ISLAND, AMSTA-LC-CFA-A/ATTN: Mr. Barry Hartleben, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

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Name of Offeror or Contractor:

(End of Provision)

(LS7011)

L-13 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)

Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Offerors are responsible for submitting proposals in accordance with this section of this solicitation. The factors of past performance and price will be used to determine the best overall proposal. The Government will evaluate the probability that the offeror will successfully meet the solicitation requirements, therefore, proposals and support data should be complete and comprehensive. Offerors are responsible for submitting clear and convincing evidence of their ability to meet the requirements of the solicitation.

L.1 - PAST PERFORMANCE

Contract References: The offeror shall submit with its initial proposal, contract references representing its recent, relevant performance under Government and/or commercial contracts. The contractor shall submit no more than 3 contract references.

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

Relevant means performance that demonstrates the offeror has successfully performed contracts involving the following processes or skills:

- Manufacturing Circuit Card Assemblies
- Manufacturing Cable Assemblies
- Manufacturing Wiring Harness
- Assembling Electronic Enclosures
- Familiarity with electronic/electrical schematics and circuitry
- Surface treatment and finishing of metal parts
- Welding of aluminum

The following information is required with respect to each contract reference and should not exceed three (3) pages per contract reference.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0025	Page 68 of 72 MOD/AMD
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Name of Offeror or Contractor:

- 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 contracts relevance to this 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

Offerors that are newly formed entities may reference contracts performed by predecessor companies or contracts performed or supported by key personnel. Offerors supplying such information shall describe how it is relevant to the performance of this effort.

Other contracts: In addition to the above contract references, the offeror shall identify every recent and relevant contract it was awarded that --

- experienced any delivery/performance delays; or
- experienced any quality problems;

and every recent contract that was terminated, or cancelled for any reason, in whole or in part.

For any contract falling under the descriptions above, provide all of the information listed in the preceding paragraph, plus -

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

The number of contract references provided in response to this paragraph is unlimited within the past three years. If there are no recent relevant contracts meeting the description above, the offeror must state that.

A Past Performance Information Questionnaire is attached (ATTACHMENT 11). If an offeror chooses to use this form, the offeror must provide all relevant contract information that pertains to the Past Performance Information Submission of Section L & M of the solicitation. If additional room is required, additional sheets may be added. This sheet must be provided on each relevant contract.

L.2 - COST/PRICE

REFERENCE THE PRICING EVALUATION SPREADSHEET (ATTACHMENT 001)

Offerors are to fill in all the blocks under the column Unit Price, (i.e., submit prices for all of the CLINs, and for all quantity ranges which apply to each particular CLIN). Offerors who condition their proposal to specific clins, ordering quantities or ordering periods may be rejected as unacceptable.

Where a First Article Test (FAT) is required, the cost of FA will be priced separately in accordance with the solicitation pricing

CONTINUATION SHEET

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Name of Offeror or Contractor:

sheets.

NOTE

ON THE PRICING SPREADSHEET, OFFERORS SHOULD ONLY PROVIDE A UNIT PRICE IN THE BLOCKS ADJACENT TO QUANTITY RANGES FOR EACH ORDERING PERIOD. IF THERE ARE NO DOLLAR SIGNS OR QUANTITY RANGE, LEAVE BLANK.

*** END OF NARRATIVE L 001 ***

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	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998

(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)

	M-3 52.215-4507	EVALUATION OF OFFERS	MAR/1988
	TACOM-RI		

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

(End of Provision)

(MS7100)

SECTION M - EVALUATION FACTORS FOR AWARD

The award of a contract will be made to the offeror whose proposal offers the best value to the Government based on an integrated assessment of past performance and price. This means that the SSA might not select the lowest cost offer or the offeror with the best

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0025	Page 71 of 72 MOD/AMD
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Name of Offeror or Contractor:

past performance rating if it is not considered to be in the best interest of the Government.

Selection of the successful offeror will be made using the evaluation criteria stated in section L and M of the solicitation. The factors for evaluation are price versus the non-priced factor of past performance. The non-priced factor of past performance is significantly more important than the price factor. Although price is not the most important consideration, it could be controlling. Where an otherwise superior proposal is not affordable or is unreasonably priced, where two proposals are otherwise considered equal, or where the advantages of a superior proposal are not worth the cost premium, cost could be the deciding element.

M.1 - 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 probability that the instant requirement will be successfully completed in accordance with contract terms.

In evaluating performance history, the Government may review the offerors current and prior performance record of complying with all aspects of its contractual agreement: conformance to technical requirements; timeliness of deliveries/performance; 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.

The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities or subcontractors where such information is relevant to this acquisition.

Offerors past performance will be rated as follows:

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

Moderate Risk: Based on the offerors past performance, little doubt exists that the offeror will successfully perform the required effort.

Low Risk: Based on the offerors past performance, some doubt exists that the offeror will successfully perform the required effort.

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

Unknown: 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.

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.

Failure to provide in ones initial proposal the full factual information required by Section L of this solicitation may reflect negatively on an offerors cooperativeness and commitment to customer satisfaction.

The past performance factor is significantly more important than the price factor. Price could be the deciding factor if an otherwise superior proposal is not affordable or is unreasonably priced, if two proposals are otherwise considered equal, or if the advantages of a superior proposal are not worth the cost premium.

M.2 - COST/PRICE

REFERENCE THE PRICING EVALUATION SPREADSHEET (ATTACHMENT 001)

Name of Offeror or Contractor:

The CLIN evaluated price will be calculated by multiplying the unit prices by their respective weights and minimum order quantities for each range to determine the total weighted price.

For example, under CLIN 0001 -

(RANGE 1, ORDERING PERIOD 1)

MINIMUM QUANTITY IS 10 EACH X CONTRACTOR PROPOSED UNIT PRICE X 20 PERCENT = TOTAL WEIGHTED PRICE

The sum of all the total weighted prices for each ordering period will be the evaluated price for each CLIN.

The First Article Test (FAT) price will be priced separately and added to the evaluated price for each CLIN, where required.

The total evaluated price will be calculated by adding the evaluated prices for all CLINs.

*** END OF NARRATIVE M 001 ***