

|   |  |  |   |  |
|---|--|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOA5   | <b>Page</b> 1 of 47                                |
| <b>2. Contract No.</b>  | <b>3. Solicitation No.</b><br>DAAE20-02-R-0063 | <b>4. Type of Solicitation</b><br>Negotiated (RFP)               | <b>5. Date Issued</b><br>2003JUL07  | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-C<br>ROCK ISLAND IL 61299-7630 |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b><br>TACOM-RI ACQUISITION CENTER<br>ATTN AMSTA-AC-PC<br>P O BOX 2008<br>ROCK ISLAND IL 61299-7630 |  |

**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 AMSTA-AC-PC BLDG 104 RCP AREA until 03:45pm (hour) local time 2003AUG07 (Date).

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

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> BOBBIE STEGALL<br><b>E-mail address:</b> STEGALLB@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-3618 |
|----------------------------------|--|--|

**11. Table Of Contents**

| (X)                          | Section | Description                           | Page(s) | (X)  | Section | Description   | Page(s) |
|------------------------------|---------|---------------------------------------|---------|--|---------|---|---------|
| <b>Part I - The Schedule</b> |         |                                       |         | <b>Part II - Contract Clauses</b>                                    |         |   |         |
| X                            | A       | Solicitation/Contract Form            | 1       | X  | I       | Contract Clauses  | 20      |
| X                            | B       | Supplies or Services and Prices/Costs | 7       | <b>Part III - List Of Documents, Exhibits, And Other Attachments</b> |         |   |         |
| X                            | C       | Description/Specs./Work Statement     | 10      | X  | J       | List of Attachments   | 33      |
| X                            | D       | Packaging and Marking                 | 12      | <b>Part IV - Representations And Instructions</b>                    |         |   |         |
| X                            | E       | Inspection and Acceptance             | 14      | X  | K       | Representations, Certifications, and Other Statements of Offerors | 34      |
| X                            | F       | Deliveries or Performance             | 17      |  |         |   |         |
|                              | G       | Contract Administration Data          |         | X  | L       | Instrs., Conds., and Notices to Offerors                          | 43      |
| X                            | H       | Special Contract Requirements         | 18      | X  | M       | Evaluation Factors for Award                                      | 47      |

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: | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|   |                         |             |                         |             |

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

AWARD (To be completed by Government)

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

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

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

## EXECUTIVE SUMMARY.

1. THE FOLLOWING PROCESSES ARE IDENTIFIED AS CRITICAL TO THE MANUFACTURE OF THE M2 HEADSPACE AND TIMING GAGE.

Precision Machining and Grinding  
Chrome Plating  
Hardening  
Precision Mechanical Measurement

2. This solicitation will result in the competitive award of a long-term Indefinite Quantity type contract (SEE FAR 16.504--Indefinite Quantity Contracts; 52.216-18--Ordering; 52.216-19--Order Limitations, and 52.216-22--Indefinite Quantity) for the M2 Machine Gun Headspace & Timing Gage. The Government plans to make a single award from this solicitation. Evaluation of offers will be made on the basis of the lowest priced technically acceptable proposal. For evaluation criteria see Section M of the solicitation.

3. The term of the contract will be one year with two additional optional ordering periods to extend the contract for a total maximum period of three years in accordance with FAR 52.217-9--Option to Extend Term of the Contract.

4. YOUR ATTENTION IS DIRECTED TO THE FOLLOWING SOLICITATION REQUIREMENTS:

(a) This solicitation requires the submission of a written technical proposal. Section L - Instructions, Conditions, and Notices to Offerors defines the submission requirements for this solicitation. Proposals must be submitted in accordance with these instructions. Failure to provide the information in Section L may render the offeror's proposal unacceptable and preclude it from further consideration.

(b) If an offeror does not understand these instructions, then the offeror should write to the contracting officer immediately for clarification sufficiently in advance of the deadline for the receipt of proposals/offers to get an answer in time to meet the proposal submission deadline. The Government will publish the questions asked and the answers given and distribute them to all prospective offerors.

(c) THE OFFEROR IS CAUTIONED THAT THIS SOLICITATION INCLUDES CLAUSES THAT MUST BE COMPLETED BY THE OFFEROR. PLEASE READ THE SOLICITATION CAREFULLY.

(d) Due to the critical nature of the small arms precision gages to be procured under this solicitation, the relatively tight tolerances, and strict quality requirements, the Government's minimum qualification criteria must be met to be considered. See Section M, Evaluation Criteria.

(e) First Article testing shall be completed by the Contractor in accordance with Clause E-4 entitled, "First Article Test (Contractor Testing) and Clause I-75 entitled, "First Article Approval-Contractor Testing, Alternate I and Alternate II. Upon completion of First Article contractor testing, 10 each Headspace and Timing Gages for confirmatory testing and approval by the Government at the Rock Island Arsenal. No payment shall be made for first article units until approval of Government confirmatory test. See Clause E-5 entitled, "First Article Confirmatory Test" for requirements. All First Article samples shall be destructively tested. See Clause E-7 entitled, "Destructive Testing".

(f) Final Inspection and Acceptance. Offerors are notified that inspection will be at the contractor's plant. Final acceptance of all gages specified for delivery under this contract will be accomplished at the Rock Island Arsenal. Upon receipt of the gages at the Rock Island Arsenal, the Government will have 45 days to inspect and either accept or reject the gages. The Government will not process payment for gages shipped until they have been inspected and accepted.

(g) Gage Record Card (DA Form 3023).

(1) The contractor shall prepare a Gage Record Card for each gage in accordance with Quality Assurance Provision (QAP) 5351217, Part V, Test Method and Procedure 514 and Clause C-2, Gage Record Card (Statement of Work). In addition, the following will also be recorded on each Gage Record Card:

(2) Tolerances shall be listed with the major characteristics listed in the Required Component Dimension block,

(3) The contract number, the contractor, any engineering change NOR numbers applicable to each gage, and the phrase HEADSPACE & TIMING shall be entered in the Remarks block,

(4) The phrase REQUIRES ANNUAL CERTIFICATION shall be entered in the bottom left corner of the form (just above the solid line.)

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

Page 3 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

(5) The only exception to Test Method and Procedure 514 of QAP 5351217 for this contract is that the Gage Record Card shall not be signed at the acceptance point. It will be signed and dated by the contractor certifying that the gage complies with the required dimensions as stated in Test Method and Procedure 514.

(h) Shipping and Acceptance Procedures for First Article Units.

(1) The contractor shall deliver the first article samples to the Government designated facility listed below for verification testing.

SR WOK8 USA MAC ROCK ISLAND ARSENAL  
BLDG 299 GILLESPIE AV AND BECK LANE  
ROCK ISLAND IL 61299-5000  
ATTN: SOSRI-ICD/MR. BUCK MARTIN  
PHONE: (309) 782-6869

(2) A notification of shipment of the first article units shall be made to TACOM-Rock Island/Ms. Bobbie Stegall, AMSTA-LC-CSC-C, (309) 782-3618, email StegallB@ria.army.mil or Ms. Gwen West, AMSTA-LC-CSI-L, (309) 782-6463, email WestG@ria.army.mil within two (2) working days of each shipment of gages. The outer package shall be marked:

NOTIFY BOBBIE STEGALL, AMSTA-LC-CSC-C, EXT. 23618 OR GWEN WEST, AMSTA-LC-CSI-L, EXT. 26463 UPON RECEIPT AT ROCK ISLAND ARSENAL. DO NOT PICK UP TO RECORD OR PUT IN SUPPLY.

(3) All costs associated with return of rejected gages, shipment of reworked/replacement gages, and reinspection of reworked/replacement gages shall be borne by the contractor.

(4) The contractor shall forward the first article test units using a DD Form 250, Material Inspection and Receiving Report. If the first article test units are acceptable, these units shall be retained by the Government and not shipped back to the contractor. The acceptance block of the DD Form 250 shall be signed and the DD 250 shall be returned to the contractor to submit for payment. DD 250s shall not be submitted for payment until final acceptance by the Government at the Rock Island Arsenal. If any parts are rejected, those parts shall be returned to the contractor.

5. Minimum Guaranteed Quantities. The minimum guaranteed quantity to be awarded under this solicitation is listed below. This quantity specifically represents the minimum quantity" as defined by the referenced FAR and DFARS clauses contained within this solicitation in full text or by reference.

| NOMENCLATURE                 | NSN              | PN      | QUANTITY |
|------------------------------|------------------|---------|----------|
| M2 Headspace and Timing Gage | 5220-00-535-1217 | 5351217 | 500      |

6. The stated minimum order quantity ranges, other than the minimum guaranteed quantity listed above are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums beyond the guaranteed minimum quantity.

7. If additional orders are placed, the stated maximum order quantity ranges are established as specific limitations on the ordering authority of the Government. In no instance will the Government place orders in excess of the total maximum ordering range quantity stated for each ordering period.

8. The proposed unit prices for all ordering periods and quantities shall be submitted on the Price Evaluation Sheet, Attachment 002.

9. The following are the dates of the ordering periods covered by this solicitation.

|                         |                  |   |                 |
|-------------------------|------------------|---|-----------------|
| Ordering Period (OP) 1: | Award Date       | - | 31 October 2004 |
| Ordering Period (OP) 2: | 01 November 2004 | - | 31 October 2005 |
| Ordering Period (OP) 3: | 01 November 2005 | - | 31 October 2006 |

10. The Government's projected buy quantities, by Ordering Period, as set forth on the Pricing Evaluation Sheet, Attachment 002, represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences. Therefore ordering quantity ranges have been established.

11. The Government will issue all delivery orders unilaterally with firm delivery dates. All delivery orders will be issued utilizing the unit price proposed for the applicable quantity range by ordering period.

12. Delivery Schedule Information.

**Name of Offeror or Contractor:**

(a) The delivery schedule for the guaranteed minimum quantity of 500 each M2 Headspace & Timing Gage is with First Article testing as follows:

- (1) First Article Test is due 105 days after award.
- (2) Production quantity - 500 each due 192 days after award.

(b) New deliveries for any follow-on orders will begin immediately at the end of the previous delivery order schedule at the rate of 500 each per month thereafter until the requirement is shipped complete. If the contractor is not delivering against a previous delivery order, then the delivery schedule shall be 500 each M2 Headspace & Timing Gage due 102 days after award until the requirement is shipped complete. All shipments shall be made to the Rock Island Arsenal.

13. Earlier/partial deliveries are acceptable at no additional cost to the government.

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

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

|     |        |  |          |
|-----|--------|--|----------|
| A-1 | HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|-----|--------|--|----------|

(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<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |
|-----|-------------------------|---------------------------------|----------|

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) 782-3223  
 Electronic Mail Address: amsta-aq-ar@ria.army.mil

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

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

(End of clause)

(AS7006)

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

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

(END OF CLAUSE)

(AS7003)

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

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

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

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARDS | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|------------------------------------|----------------------------|----------|-------|
| _____ | _____                              | _____                      | _____    | _____ |
| _____ | _____                              | _____                      | _____    | _____ |
| _____ | _____                              | _____                      | _____    | _____ |
| _____ | _____                              | _____                      | _____    | _____ |

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

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

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

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

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

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

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

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 6 of 47</b> |
|                           | PIIN/SIIN DAAE20-02-R-0063                       | MOD/AMD             |

**Name of Offeror or Contractor:**

(End of clause)

(AS7008)

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

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

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

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

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

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

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

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)

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>MINIMUM GUARANTEED QUANTITY - 500 EACH</u></p> <p>NOUN: M2 HEADSPACE &amp; TIMING GAGE<br/>                     FSCM: 19200<br/>                     PART NR: 5351217<br/>                     SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u><br/>                     Delivery Shall Be FOB Destination</p> <p>(End of narrative B001)</p> <p>(End of narrative B002)</p>   |                         |               |                 |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |
| 0001AA            | <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT<br/>                     PRON: M121S466M1 PRON AMD: 02<br/>                     AMS CD: 070011HHBR4</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Destination<br/>                     Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>W52H1C</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0105</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (ZZZ555) TACOM-ROCK ISLAND<br/>                     ATTN AMSTA-LC-CSC<br/>                     ROCK ISLAND IL 61299-7630</p> <p>MARK FOR: AMSTA-LC-CSC-C/B. STEGALL</p> | DOC                     | SUPPL         |                 |        |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | 001 |  | W52H1C |  | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  | 001 | 1 | 0105 |  |  | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| DOC               | SUPPL   |                         |               |                 |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |
| 001               |   | W52H1C                  |               | 3               |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DAYS AFTER AWARD</u> |               |                 |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |
| 001               | 1   | 0105                    |               |                 |        |  |               |                 |             |               |                 |     |  |        |  |   |                   |                 |                         |  |  |     |   |      |  |  |   |    |              |              |

PRICES MUST BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 002.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-R-0063 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY                | UNIT          | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
|-------------------|--|-------------------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|--|--|--|-----|-----|------|--|--|--|-----|----|----------|----------|
| 0002              | NSN: 5220-00-535-1217<br>FSCM: 19205<br>PART NR: 5351217<br>SECURITY CLASS: Unclassified   |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| 0002AA            | <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: M2 HEADSPACE AND TIMING GAGE<br/>                     PRON: M121S466M1 PRON AMD: 02<br/>                     AMS CD: 070011HHBR4</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>                     TOP DRAWING NR: 5351217<br/>                     REVISION: C</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE SECTION D FOR PACKAGING REQUIREMENTS<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H092037A159</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>500</td> <td>0192</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL<br/>                     BLDG 299 GILLESPIE AV AND BECK LANE<br/>                     ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: RIA GAGE LAB, BLDG. 220</p> | DOC                     | SUPPL         |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H092037A159 | W52H1C | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  |  | 001 | 500 | 0192 |  |  |  | 500 | EA | \$ _____ | \$ _____ |
| DOC               | SUPPL  |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| 001               | W52H092037A159   | W52H1C                  | J             |                 | 1            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DAYS AFTER AWARD</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| 001               | 500  | 0192                    |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |
| 0003              | <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 REQUIREMENTS</p>   | 1                       | LO            | \$ ** NSP **    | \$ ** NSP ** |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |          |          |

PRICES MUST BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 002.

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> |          |      |            |        |

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

Page 10 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 5351217 with revisions in effect as of 03 Dec 01 (except as follows):

NO EXCEPTIONS

(CS6100)

|     |                         |                                      |          |
|-----|-------------------------|--------------------------------------|----------|
| C-2 | 52.210-4514<br>TACOM-RI | GAGE RECORD CARD (STATEMENT OF WORK) | OCT/2000 |
|-----|-------------------------|--------------------------------------|----------|

1. No later than 30 days after award of this contract, the Contractor shall submit a request for gage record cards (DA Form 3023) for each deliverable gage to the Contracting Officer with a copy to TACOM-Rock Island, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall, 1 Rock Island Arsenal, Rock Island, IL 61299-7630. A copy of the request shall be submitted to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7630.

2. Cards furnished to the Contractor will include the necessary quantity of blank cards. A sample card will be provided to the contractor listing the characteristics that require annotation of the inspection results. The Contractor shall complete one gage record card for each gage in accordance with the sample card. Each gage record card shall be dated and signed by the Contractor, certifying that the gage complies with the required dimensions specified on the gage drawing. The unit package quantity shall be one each gage per package with the corresponding completed gage record card in accordance with the packaging requirements set forth in Section D.

3. The Government representative will verify the gage record card assuring the inspection and accuracy of each gage. The Contractor shall include the completed gage record card with each gage packaged for delivery.

(End of Statement of Work)

(CS6102)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| C-3 | 52.211-4505<br>TACOM RI | AVAILABLE TECHNICAL DATA PACKAGE (TDP) | APR/2000 |
|-----|-------------------------|--|----------|

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: [http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| C-4 | 52.248-4502<br>TACOM RI | CONFIGURATION MANAGEMENT DOCUMENTATION | JUL/2001 |
|-----|-------------------------|--|----------|

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

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-R-0063 <b>MOD/AMD</b> | <b>Page 11 of 47</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

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

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

(End of Clause)

(CS7110)

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

Page 12 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |                         |                                     |          |
|-----|-------------------------|-------------------------------------|----------|
| D-1 | 52.211-4503<br>TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |
|-----|-------------------------|-------------------------------------|----------|

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

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH (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 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

|                           |   |  |
|---------------------------|---|--|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-R-0063 | <b>Page 13 of 47</b><br><b>MOD/AMD</b> |
|---------------------------|---|--|

**Name of Offeror or Contractor:**

in accordance with MIL-STD-129, Revision N, dated 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) The contractor shall include a completed gage record card in the package with each gage.

(2) SPECIAL MARKING REQUIREMENTS: The shipping containers for each shipment shall be marked: NOTIFY BOBBIE STEGALL, CONTRACT SPECIALIST, AMSTA-LC-CSC-C, (309) 782-3618, EMAIL STEGALLB@RIA.ARMY.MIL OR MS. GWEN WEST, AMSTA-LC-CSI-L, (309) 782-6463, EMAIL WESTG@RIA.ARMY.MIL UPON RECEIPT AT ROCK ISLAND ARSENAL. DO NOT PICK UP TO RECORD OR PUT IN SUPPLY".

(End of clause)

(DS6413)

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

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

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

|     | 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            | ISO 9001:2000 | 13 Dec 2000 | ISO 9002, 18 Jul 94, untailed       |

(End of clause)

(EP6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| E-4 | 52.209-4512<br>TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2001 |
|-----|-------------------------|---|----------|

a. The first article shall consist of:

10 each    Headspace & Timing Gage    5351217

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

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

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

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

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

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



|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 16 of 47</b> |
|                           | PIIN/SIIN DAAE20-02-R-0063                       | MOD/AMD              |

**Name of Offeror or Contractor:**

Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

End of Clause

(ES6030)

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

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

|     |             |                     |          |
|-----|-------------|---------------------|----------|
| E-7 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
|     | TACOM-RI    |                     |          |

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

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

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

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

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

(End of Clause)

(ES7011)

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

Page 17 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>                              | <u>Date</u> |
|-----|-------------------------|---|-------------|
| F-1 | 52.242-15               | STOP-WORK ORDER                           | AUG/1989    |
| F-2 | 52.242-17               | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| F-3 | 52.247-34               | F.O.B. DESTINATION                        | NOV/1991    |
| F-4 | 52.247-48               | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-5 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER          | MAY/1993    |

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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

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

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

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

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

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

(End of Clause)

(FS7240)

## DELIVERY INFORMATION.

(a) The delivery schedule for the guaranteed minimum quantity of 500 each M2 Headspace & Timing Gage is as follows:

(1) First Article Test is due 105 days after award.

(2) Production quantity - 500 each due 192 days after award.

(b) New deliveries for any follow-on orders will begin immediately at the end of the previous delivery order schedule at the rate of 500 each per month thereafter until the requirement is shipped complete. If the contractor is not delivering against a previous delivery order, then the delivery schedule shall be 500 each M2 Headspace & Timing Gage due 102 days after award until the requirement is shipped complete. All shipments shall be made to the Rock Island Arsenal.

(c) The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; provided that it is at no additional cost to the Government and that the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in the contract.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-R-0063 | <b>Page 18 of 47</b><br><b>MOD/AMD</b> |
|---------------------------|---|--|

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

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

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

(End of Clause)

(HS6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| H-4 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
|-----|-------------------------|---|----------|

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) One copy of the DD Form 250 is required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed document may be transmitted via electronic mail, or data fax. The electronic mail address for submission is StegallB@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall.

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

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

N/A

(End of Clause)

(HS6510)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| H-5 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|-----|-------------------------|--|----------|

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 19 of 47**

**PIIN/SIIN** DAAE20-02-R-0063

**MOD/AMD**

**Name of Offeror or Contractor:**

Shipped From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

(End of Clause)

(HS7600)

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

Page 20 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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 <http://www.acq.osd.mil/dp/dars>

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

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | DEC/2001    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY                          | JAN/1997    |
| I-5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003    |
| I-7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-8  | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| I-9  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-10 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-11 | 52.215-14              | INTEGRITY OF UNIT PRICES - ALTERNATE I  | OCT/1997    |
| I-12 | 52.215-21              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS      | OCT/1997    |
| I-13 | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUN/2003    |
| 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   | SEP/2002    |
| 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 | 52.223-14              | TOXIC CHEMICAL RELEASE REPORTING  | JUN/2003    |
| 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   | APR/2003    |
| I-27 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-28 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-29 | 52.232-11              | EXTRAS  | APR/1984    |
| I-30 | 52.232-17              | INTEREST  | JUN/1996    |
| I-31 | 52.232-18              | AVAILABILITY OF FUNDS   | APR/1984    |
| I-32 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-33 | 52.232-25              | PROMPT PAYMENT  | FEB/2002    |
| I-34 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION                                    | MAY/1999    |
| I-35 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-36 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-37 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| I-38 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2003    |
| I-39 | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-40 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| I-41 | 52.248-1               | VALUE ENGINEERING   | FEB/2000    |
| I-42 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | SEP/1996    |
| I-43 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-44 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-45 | 252.203-7001<br>DFARS  | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                      | MAR/1999    |

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 21 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

## Name of Offeror or Contractor:

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-46 | 252.204-7002<br>DFARS  | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED   | DEC/1991    |
| I-47 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-48 | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION  | NOV/2001    |
| I-49 | 252.205-7000<br>DFARS  | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-50 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER<br>THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995    |
| I-51 | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | APR/2003    |
| I-52 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | APR/2003    |
| I-53 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | FEB/2003    |
| I-54 | 252.225-7013<br>DFARS  | DUTY-FREE ENTRY   | APR/2003    |
| I-55 | 252.225-7014<br>DFARS  | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I  | APR/2003    |
| I-56 | 252.225-7025<br>DFARS  | RESTRICTION ON ACQUISITION OF FORGINGS  | APR/2003    |
| I-57 | 252.226-7001<br>DFARS  | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC<br>ENTERPRISES-DOD CONTRACTS                                | SEP/2001    |
| I-58 | 252.227-7013<br>DFARS  | RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS  | NOV/1995    |
| I-59 | 252.227-7016<br>DFARS  | RIGHTS IN BID OR PROPOSAL INFORMATION   | JUN/1995    |
| I-60 | 252.227-7036<br>DFARS  | CERTIFICATION OF TECHNICAL DATA CONFORMITY  | JAN/1997    |
| I-61 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
| I-62 | 252.232-7004<br>DFARS  | DOD PROGRESS PAYMENT RATES  | OCT/2001    |
| I-63 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE  | DEC/1991    |
| I-64 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991    |
| I-65 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998    |
| I-66 | 252.244-7000<br>DFARS  | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD<br>CONTRACTS)  | MAR/2000    |
| I-67 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003    |
| I-68 | 52.216-18              | ORDERING  | OCT/1995    |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD THROUGH 31 OCTOBER 2006.

(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)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 22 of 47</b> |
|                           | PIIN/SIIN DAAE20-02-R-0063                       | MOD/AMD              |

**Name of Offeror or Contractor:**

I-69                    52.216-19                    ORDER LIMITATIONS                    OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than SEE PRICE EVALUATION SHEET, ATTACHMENT 002, 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 SEE PRICE EVALUATION SHEET, ATTACHMENT 002;

(2) Any order for a combination of items in excess of SEE PRICE EVALUATION SHEET, ATTACHMENT 002; 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 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-70                    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 31 OCTOBER 2006.

(End of clause)

(IF6036)

I-71                    52.217-9                    OPTION TO EXTEND THE TERM OF THE CONTRACT                    MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 DAYS BEFORE THE TERM OF THE ORDERING PERIOD EXPIRES. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed THREE YEARS.

**Name of Offeror or Contractor:**

(End of Clause)

(IP6071)

I-72 52.232-16 PROGRESS PAYMENTS

APR/2003

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

(a) Computation of amounts.

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

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

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

(ii) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress

**Name of Offeror or Contractor:**

payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

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

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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;

(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.

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefined 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 undefined contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefined 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 date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make 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.

(m) Progress payments under indefinite-delivery contracts. The contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

(IF6191)

(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

**Name of Offeror or Contractor:**

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-74 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 United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of

**Name of Offeror or Contractor:**

the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

(End of Clause)

(IF7211)

I-75 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

## II

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

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

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

\*\* (See Schedule B)

(End of Clause)

(IF7116)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 29 of 47</b> |
|                           | PIIN/SIIN DAAE20-02-R-0063                       | MOD/AMD              |

**Name of Offeror or Contractor:**

I-76            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-77            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

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

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

(End of Clause)

(IF7003)

I-78            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)

## Name of Offeror or Contractor:

I-79

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-80

52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

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

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour.

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

Page 31 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

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

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

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

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

I-81 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-82 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003  
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

**Name of Offeror or Contractor:**

<http://www.dema.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or 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)

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

Page 33 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Exhibit A              | CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 | 10-DEC-2001 | 002                    |                       |
| Attachment 001         | DOCUMENT SUMMARY LIST                               |             | 001                    |                       |
| Attachment 002         | PRICE EVALUATION SHEET                              |             | 001                    |                       |
| Attachment 003         | INSTRUCTIONS FOR COMPLETION OF GAGE RECORD CARD     |             | 005                    |                       |
| Attachment 004         | ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP          |             | 001                    |                       |
| Attachment 005         | TECHNICAL DATA - AVAILABLE ON THE WEB               |             |                        |                       |
| Attachment 006         | ENGINEERING CHANGE PROPOSAL L3S2172                 | 17-APR-2003 | 004                    |                       |
| Attachment 007         | ENGINEERING CHANGE PROPOSAL L3S2174                 | 02-JUN-2003 | 002                    |                       |

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

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

(End of Clause)

(JS7001)

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

Page 34 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(KA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS       | APR/1991    |
| K-2 | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   | JUN/1999    |
| K-3 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | MAR/1998    |
| K-4 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| K-5 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL  | APR/2003    |
| K-6 | 252.227-7017           | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS                        | JUN/1995    |

K-7 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 333514.

(2) The small business size standard is 1,000.

(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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 35 of 47**

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**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-8            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-9            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 offeror name and details.

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

OFFEROR RECOMMENDATIONS

Table with columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL

(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-10 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 judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( ) are not ( )

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

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

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

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





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

Page 40 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

manufactured in a corresponding country as listed for that end product.

\_\_\_\_\_ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

(KF7022)

K-14 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-15 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-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

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

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

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

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



**Name of Offeror or Contractor:**

(Country of Origin) (If known)

(End of Provision)

(KA7703)

K-18            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992  
DFARS

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of Provision)

(KA7500)

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

Page 43 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

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

A. GENERAL INSTRUCTIONS:

1. Section L, Instructions, Conditions, and Notices to Offerors, defines the information submission requirements for this solicitation. Failure to provide the information in Section L may render the offeror's proposal unacceptable and preclude it from further consideration.

2. Proposals shall be submitted in three parts consisting of:

(a) The Solicitation - RFP DAAE20-02-R-0063. Offerors are cautioned that the solicitation includes clauses that must be completed by the offeror.

(b) A Technical Proposal. Sufficient and detailed information must be presented in the technical proposal to enable the Government to evaluate the proposal fully in accordance with the Evaluation Criteria contained in the solicitation's Section M - Evaluation of Offers.

(c) Price Evaluation Sheet - Attachment 002.

B. TECHNICAL PROPOSAL INSTRUCTIONS:

1. Technical proposals shall be submitted electronically in accordance with the instructions provided in Clause L-7 of the solicitation (LS7011), Electronic Bid/Offer, Page 45. The entire technical proposal shall be limited to 30 typewritten pages using a pitch of twelve (12) characters per linear inch. Page limitations shall include all typewritten text pages, charts, graphs, figures, diagrams, photographs, or manuals.

2. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration. Proposals that fail to meet the established criteria in the technical capability area (no go/unacceptable) will not be evaluated any further and will not be considered for award.

3. Proposals shall be submitted in accordance with the instructions detailed in this section and shall be evaluated solely on the written material provided. Therefore, your technical proposal shall be specific, complete, and must clearly and convincingly demonstrate how your company intends to meet the minimum qualification requirements of the solicitation. Offerors are cautioned that merely submitting a sales brochure for technical evaluation is inadequate.

4. The Government is not obligated to ask for additional information and in the absence of appropriate information; the proposal will be rated unacceptable.

5. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

6. Technical proposals submitted in response to this solicitation will be evaluated on a "go/acceptable" "no go/unacceptable" basis. In order to be considered further in the evaluation process, the offeror must clearly demonstrate that it has the experience, personnel, and equipment necessary to effectively perform the required work. The minimum qualification criteria are set forth below, all of which are of equal importance. The Government reserves the right to request additional information not outlined below.

(a) Qualification Criterion 1: The offeror will provide evidence and certify that they have standards traceable to the National Institute of Standards and Technology up to and including class xx standard gage makers tolerances. Provide all documentation such as, calibration certificates with measurements, certificate for gage blocks, and list of measurement equipment, masters used for calibration and inspection of gages.

(b) Qualification Criterion 2: The offeror must have facilities that meet the standards set forth in ANSI/NCLSZ540-1-19934, American National Standard for Calibration or ANSI/ISO/IEC 17025:2000, General Requirements for the Competence of Testing and Calibration Laboratories. List/describe all proposed facilities available for performance of this contract.

(c) Qualification Criterion 3: The offeror must possess or demonstrate the ability to obtain, facilities to effectively control temperature and humidity, with records of conditions maintained. Provide all documentation including monitoring/charting records for environmental conditions.

(d) Qualification Criterion 4: The offeror must possess or demonstrate the ability to comply with the quality requirements of ISO 9001:2000, 13 Dec 2000 excluding paragraph 7.3 (Design), or ISO 9002, 18 Jul 94, as set forth in Clause EF6002 (52.246-11), Higher Level Contract Quality Requirement, Quality Management Systems-Requirements. Certification of compliance to an ISO 9002 quality system by an independent standards organization or auditor is not required. Describe your companys quality system and operating procedures. Provide all documentation.

**Name of Offeror or Contractor:**

C. PRICING INSTRUCTIONS:

1. The offeror shall enter unit prices for all ordering periods and quantity ranges only on the Price Evaluation Sheet, Attachment 002. The Price Evaluation Sheet shall be submitted concurrently with the offeror's Technical Proposal and completed solicitation documents. It is important that the Price Evaluation Sheet be typed or legibly hand written. Failure to submit a properly completed Price Evaluation Sheet could render your proposal unacceptable and not subject to further consideration.

2. Evaluation of price proposals shall only be completed for those offerors receiving a "go/acceptable" technical proposal rating.

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

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

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

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

(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/1999    |
| L-2 | 52.215-1               | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION  | MAY/2001    |
| L-3 | 52.222-38              | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS   | DEC/2001    |
| L-4 | 52.232-13              | NOTICE OF PROGRESS PAYMENTS   | APR/1984    |
| L-5 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  | SEP/1990    |

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-6 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY type contract resulting from this solicitation.

(End of Provision)

(LF6008)

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-7 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
|-----|----------|--------------------|----------|

(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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-ROCK ISLAND, ATTN: AMSTA-LC-CSC-C/JERRY L. YOWELL, CONTRACTING OFFICER, 1 ROCK ISLAND ARSENAL, 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,

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

Page 45 of 47

PIIN/SIIN DAAE20-02-R-0063

MOD/AMD

**Name of Offeror or Contractor:**

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 within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

L-8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of Provision)

(LF7015)

L-9 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001  
TACOM-RI

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

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

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

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

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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(End of Provision)

(LS7011)

L-10

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:  

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(End of Provision)

(LS7013)

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD. Award will be made to the responsible offeror whose proposal is determined to be technically acceptable and who submits the lowest evaluated price.

## B. TECHNICAL EVALUATION FACTORS:

Technical Capability. An overall rating of Go or No-Go will be utilized in evaluating the technical capability factor. Each proposal will be evaluated according to the criteria stated below and assigned an overall rating of either "go/acceptable" or "no-go/unacceptable" as defined below.

(a) Go/Acceptable: The Government determines that the proposal provides objective evidence that it meets all the minimum qualification criteria and mandatory terms and conditions of the solicitation. To be acceptable, the offeror must provide sufficient detailed information and documentation/ records to clearly establish the offeror's qualifications, experience, and capability to perform the required effort.

(b) No-Go/Unacceptable: The Government determines that the proposal fails to provide objective evidence that it meets all the minimum qualification criteria and mandatory terms and conditions of the solicitation.

(c) The Government intends to evaluate proposals and make an award without holding discussions with offerors. However, the Government reserves the right to request clarifications and hold communications, if necessary.

## C. PRICE EVALUATION:

1. The Government will evaluate offers based on prices proposed for all ordering periods and any other price related factors required by the solicitation. If an offeror takes exception to any of the ordering periods or quantity ranges, the Government may reject that offer as unacceptable.

2. A total evaluated price will be calculated by summing the multiplication of each order quantity unit price by its respective weight and the maximum order quantity of the range for each ordering period. In the case of Ordering Period 1, prices shall be submitted on a with First Article basis only. The First Article Test (FAT) cost will be added as part of the total evaluated price.

3. Any proposal/offer, which is unrealistically high or low in price, will be deemed indicative of a failure to comprehend the Governments requirements and may be rejected. Any proposal/offer may be rejected if the prices are materially unbalanced.

4. Offerors should be aware that the Government is not obligated to award any additional requirements other than the initial minimum guaranteed quantity of 500 each which may be awarded at the time of the basic contract award but no later than the end of Ordering Period 1.

5. A written notice of award or acceptance of proposal/offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the proposal/offer, shall result in a binding contract without further action by either party. Before the proposals/offers specified expiration time, the Government may accept a proposal/offer, unless a written notice of withdrawal is received before award.

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

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

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

(MA7001)