

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 56
2. Contract No.	3. Solicitation No. DAAE20-99-R-0169		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 1999DEC03	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)		

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

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

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

10. For Information Call:	Name MARGIE TUFTEE E-mail address: TUFTEEM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-7163
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	35
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications, and Other Statements of Offerors	36
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	16	X	L	Instrs., Conds., and Notices to Offerors	46
X	H	Special Contract Requirements	17	X	M	Evaluation Factors for Award	53

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

Page 2 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 56
	PIIN/SIIN DAAE20-99-R-0169	MOD/AMD

Name of Offeror or Contractor:

stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

A-6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
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/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these 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)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-7 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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 56**

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:5001 Eisenhower Avenue
Alexandria, VA 22333-0001Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

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

(END OF CLAUSE)

(AS7010)

A-8 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

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

(End of clause)

(AS7012)

A-9 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

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

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

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. THIS SOLICITATION IS 100% SET ASIDE FOR SMALL BUSINESS.

2. THIS SOLICITATION, DAAE20-99-R-0169, WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM, FIRM FIXED-PRICE, TRADE-OFF ANALYSIS(BEST VALUE) REQUIREMENTS TYPE CONTRACT FOR M295 DECONTAMINATING KITS. (SEE FAR 16.503 AND FAR CLAUSES 52.216-18, 52.216-19, AND 52.216-21 FOR ADDITIONAL INFORMATION ON REQUIREMENTS TYPE CONTRACTS)

3. THIS SOLICITATION CONTAINS THE RANGE OF QUANTITIES SPECIFIED FOR ORDERING PERIODS 1, 2, 3, 4, AND 5 AS CALLED OUT BELOW. PRICING FOR THESE QUANTITIES SHOULD BE PROVIDED IN ATTACHMENT 04. THE QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

ORDERING PERIOD 1: AWARD DATE - 31 DEC 2000

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

Page 6 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

ORDERING PERIOD 2: 1 JAN 2001 - 31 DEC 2001
ORDERING PERIOD 3: 1 JAN 2002 - 31 DEC 2002
ORDERING PERIOD 4: 1 JAN 2003 - 31 DEC 2003
ORDERING PERIOD 5: 1 JAN 2004 - 31 DEC 2004

4. CONTRACTORS ARE INSTRUCTED TO FILL IN ALL PRICING LINES IN THE PRICING EVALUATION SHEET (ATTACHMENT 04). PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE ORDERING PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.
5. THE RANGE OF QUANTITIES SHOWN ON THE PRICING EVALUATION SHEET (ATTACHMENT 04) IS PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE QUANTITIES AGAINST WHICH TO PROVIDE PRICES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER ANY OF THE STATED QUANTITIES. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT. THE GOVERNMENT'S ESTIMATED QUANTITIES BY ORDERING PERIOD ARE SET FORTH. THE QUANTITIES REPRESENT THE GOVERNMENT'S BEST ESTIMATE OF PROJECTED REQUIREMENTS BASED ON COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND. THEY ARE NOT A REPRESENTATION THAT ANY QUANTITIES WILL BE REQUIRED OR ORDERED, OR THAT THE CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE OR NORMAL. THE GOVERNMENT RESERVES THE RIGHT TO AWARD QUANTITIES IN EXCESS OF 12,000 BOXES PER ORDERING PERIOD TO A SECOND SOURCE TO MAINTAIN STOCK AVAILABILITY.
6. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION M OF THIS SOLICITATION.
7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. IF FIRST ARTICLE TEST IS REQUIRED FIRST ARTICLE TEST REPORT SHALL BE DUE 90 DAYS AFTER RECEIPT OF ORDER AND DELIVERY OF M295 KITS SHALL COMMENCE 60 DAYS AFTER APPROVAL OF FIRST ARTICLE OR IF FIRST ARTICLE IS NOT REQUIRED DELIVERY OF M295 KITS SHALL COMMENCE 60 DAYS AFTER RECEIPT OF ORDER. AS STATED IN THE PRICING EVALUATION SHEET (ATTACHMENT 04) THE ANTICIPATED PRODUCTION RATES FOR RANGES 1-3 IS 800-1200 BOXES PER MONTH AND THE ANTICIPATED RATE FOR RANGE 4 IS 1200-1600 BOXES PER MONTH.
8. ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE QUANTITY BY ORDERING PERIOD. IF AWARD FOR ANY ORDERING PERIOD IS MADE AT A LOWER RANGE UNIT PRICE AND CUMULATIVE ORDERS FOR THAT ORDERING PERIOD EXCEED THAT RANGE WITHIN A 30 DAY TIMEFRAME OF PLACEMENT OF THE ORDER, A UNIT PRICE ADJUSTMENT WILL BE CALCULATED AGAINST THE PREVIOUSLY ORDERED QUANTITIES FOR THAT PARTICULAR ORDER UTILIZING THE NEXT HIGHER RANGE QUANTITY UNIT PRICE. THIS REDUCTION IN THE UNIT PRICE WILL BE TAKEN BY MODIFICATION OF THAT ORDER.
9. ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE QUANTITY BY ORDERING PERIOD.
10. PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS. ALL ORDERS ARE TO BE DELIVERED TO BLUE GRASS ARMY DEPOT.
11. CONTRACTORS ARE ALERTED TO READ NARRATIVE SECTIONS L & M FOR EVALUATION CRITERIA.

*** END OF NARRATIVE A001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-99-R-0169 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>M295 DECONTAMINATION KIT</p> <p>SECURITY CLASS: Unclassified</p> <p>NOTE: ALL UNIT PRICES AND PRICE FOR FIRST ARTICLE TESTING SHALL BE ENTERED IN THE PRICING WORKSHEET (ATTACHMENT 04).</p> <p>NO PRICES ARE TO BE ENTERED IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> Inspection and Acceptance</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>NOTE: ALL DELIVERIES WILL BE FOB DESTINATION</p> <p>(End of narrative F001)</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 56**

PIIN/SIIN DAAE20-99-R-0169

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 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 inclosed Technical Data Package Listing EA-PRF-1754C with revisions in effect as of SEPTEMBER 23, 1999 (except as follows):

See Section C Dated SEPTEMBER 23, 1999 (Attachment 01) THE CONTRACTOR SHALL MANUFACTURE M295 IEDK TO PERFORM ACCORDING TO THE PURCHASE PERFORMANCE DESCRIPTION EA-PRF-1754C. TDPL 5-77-3201 IS PROVIDED FOR REFERENCE ONLY.

(CS6100)

C-2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

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

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

N/A

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

N/A

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

(End of Clause)

(CS6191)

C-3	52.248-4502 SBCCOM	CONFIGURATION MANAGEMENT DATA INTERFACES - SBCCOM	JUL/1999
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with MIL-STD-973. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted electronically in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0169 MOD/AMD	Page 9 of 56
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Name of Offeror or Contractor:

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7109)

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

Page 10 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998

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 container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

PACKAGING REQUIREMENTS ARE AS FOLLOWS:

1. THE KIT SHALL BE OVERPACKED IN A WEATHER RESISTANT FIBERBOARD BOX IAW ASTM D 5118 REV 95. QUANTITY PER SHIPPING (EXTERIOR) CONTAINER WILL BE SPECIFIED PER DELIVERY ORDER. GRADE OF BOX IS DEPENDENT UPON GROSS CONTAINER WEIGHT. CONTAINER SHALL BE SEALED IAW SEALING METHOD B OF ASTM D 1974 REV 94A.
2. MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129, "STANDARD PRACTICE FOR MILITARY MARKING," REVISION N, DATED 15 MAY 1997. BAR CODING REQUIREMENTS APPLY. NO MORE THAN ONE LOT SHALL BE PACKAGED IN AN OUTER SHIPPING CONTAINER.
3. THE SHELF LIFE CODE IS "9". SHELF LIFE MARKINGS SHALL BE APPLIED BELOW THE ITEM IDENTIFICATION MARKINGS AS FOLLOWS:

MFD DATE **/**
*** INSPECT/TEST DATE **/**

* APPLY NUMERIC MONTH
** APPLY LAST TWO DIGITS OF CALENDAR YEAR
*** INSPECT/TEST DATE IS 60 MONTHS FROM MANUFACTURED (MFD) DATE

*** END OF NARRATIVE D001 ***

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

Page 11 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

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

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	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

AS PER EA-DTL-1754B, AMENDMENT 2, AS MODIFIED BY NOR Y67-0042-0002, AND Y67-0043-0001, IN STRICT COMPLIANCE WITH EA-PRF-2166.

* AT THE TIME OF AIE SUBMISSION, THE CONTRACTOR SHALL ADDITIONALLY PROVIDE:

(1) CERTIFICATION THAT THE DRY NITROGEN USED FOR THE NITROGEN BLANKET CONFORMS TO, OR IS EQUIVALENT TO, EA-N-1334.

(2) CERTIFICATION THAT THE SORBENT USED FOR PRODUCTION CONFORMS TO THE REQUIREMENTS OF EA-PRF-2166.

(3) CERTIFICATION THAT ALL CSN NOT PROVIDED BY THE GOVERNMENT MEETS THE PURITY REQUIREMENTS OF EA-DTL-1754B, AMENDMENT 2.

** ADDITIONALLY ALL SPECIAL PACKAGING INSTRUCTIONS (SPI) CONTRACTOR FIRST ARTICLE (FAT) TEST REQUIREMENTS, IAW SPI P5-77-3201.

***GOVERNMENT FURNISHED MATERIAL (GFM):

(1) TECHNICAL MANUAL 3-4230-235-10, OPERATORS MANUAL FOR DECONTAMINATION KIT, INDIVIDUAL EQUIPMENT;M295

(2) CHEMICAL SURETY MATERIAL AS REQUIRED THROUGH BAILMENT AGREEMENT FOR SURETY TESTING AS SPECIFIED IN EA-DTL-1754B, AMENDMENT 2.

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 provided by the Government.

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

(End of clause)

(ES7018)

E-7 52.246-4532 DESTRUCTIVE TESTING
 TACOM-RI

MAY/1994

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 15 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<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	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 16 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name _____

Address _____

City & State _____

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

(End of Clause)

(GS7015)

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

Page 18 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-SF
Rock Island, IL 61299-7630

Commander
U.S. Army Industrial Operations Command (IOC)
ATTN: AMSIO-TMO
Rock Island, IL 61299-6000

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-CM-CREC/Tuftee
Rock Island, IL 61299-7630

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AR-ESK
Rock Island, IL 61299-7630

(HP6013)

H-2 52.232-4506 PROGRESS PAYMENT LIMITATION MAR/1988
TACOM-RI

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-3 52.246-4500 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) MAR/1988
TACOM-RI

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN:AMSTA-CM-CREC/TUFTEE
Rock Island, IL 61299-7630

(End of clause)

Name of Offeror or Contractor:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert None) ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

H-6 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
DFARS

NOV/1995

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the

Name of Offeror or Contractor:

performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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

Page 22 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
------	----------	-------------	-----------	----------	-------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of Clause)

(HA7502)

H-7	52.204-4501 TACOM-RI	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE			FEB/1999
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(a) Within -1- calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the -2- clause of this contract and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within -3- calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within -4- calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS7503)

H-8	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE			NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-9 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
 TACOM-RI

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

Shipped From:

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 56

PIIN/SIIN DAAE20-99-R-0169

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 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	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-8	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-9	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-10	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-16	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-19	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-22	52.223-2	CLEAN AIR AND WATER	APR/1984
I-23	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-24	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-26	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-27	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	AUG/1987
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-34	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-35	52.232-25	PROMPT PAYMENT	JUN/1997
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.233-1	DISPUTES	JAN/1999
I-38	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-42	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-43	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999

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

Page 25 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-47	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-48	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-49	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-50	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
I-51	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-52	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-54	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-55	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-56	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-57	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
I-58	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-59	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-60	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-61	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-62	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-63	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-64	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-66	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-67	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 1,000 BOXES, 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 25,000 BOXES

(2) Any order for a combination of items in excess of 25,000 BOXES

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 26 of 56
	PIIN/SIIN DAAE20-99-R-0169	MOD/AMD

Name of Offeror or Contractor:

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-68 52.216-21 REQUIREMENTS OCT/1995

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2005.

(End of clause)

(IF6031)

I-69 52.202-1 DEFINITIONS OCT/1995

(a) "Head of the agency" (also called "agency head" or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

Name of Offeror or Contractor:

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

Name of Offeror or Contractor:

(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 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)

Name of Offeror or Contractor:

(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 Section A, Narrative A001, Paragraph 7.

(End of Clause)

(IF7116)

I-72 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/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.

Name of Offeror or Contractor:

(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-73 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-74 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

Name of Offeror or Contractor:

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-75 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

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

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

(End of clause)

(IF7114)

I-76 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

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

Page 32 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

- (1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

- (4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

- (1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

- (e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

(IF7259)

I-77 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-78 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.

Name of Offeror or Contractor:

(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-79 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
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 Command, 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 PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-80 252.243-7000 ENGINEERING CHANGE PROPOSALS SEP/1999

Name of Offeror or Contractor:

DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price, or a "not less than" price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation;
and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

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

Page 35 of 56

PIIN/SIIN DAAE20-99-R-0169

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>
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	MATERIAL SAFETY DATA SHEET LETHAL NERVE AGENT GB	28-FEB-96	009	
Attachment 003	MATERIAL SAFETY DATA SHEET DISTILLED MUSTARD HD	28-FEB-96	010	
Attachment 004	PRICING WORKSHEET		001	
Attachment 005	SECTION C	23-SEP-99	006	
Exhibit A	DD FORM 1423	02-APR-99	003	

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	Instruction for Completed 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 Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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

Page 36 of 56

PIIN/SIIN DAAE20-99-R-0169

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	NOV/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2865.

(2) The small business size standard is 750.

(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 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

- (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.

(5) (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]:

Name of Offeror or Contractor:

_____ 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. "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.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

(KF6011)

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that-

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(End of Provision)

(KF7005)

K-7 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

Name of Offeror or Contractor:

- () Partnership;
- () Corporate entity (not tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other. _____

(f) Common Parent. _____

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

NAME: _____

TIN: _____

(End of provision)

(KF7044)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(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

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(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-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS MAR/1996

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

Name of Offeror or Contractor:

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

(A) Are ()
are not ()

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

(B) Have ()
have not (),

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

(C) Are ()
are not ()

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions). certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

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

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

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

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

(End of Provision)

(KF7033)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

() intends,
() does not intend
(check applicable block)

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

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

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

(End of provision)

(KF7023)

K-11 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-12 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-13 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is (),

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

Page 42 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

is not ()
listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

(KF7021)

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) The offeror, by signing this offer, certifies that--

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

_____ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

_____ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

_____ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

_____ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

_____ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

_____ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(End of Provision)

(KF7065)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

Note:

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

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

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

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

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

Page 43 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

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

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

Page 44 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

() YES () NO

(End of Provision)

(KF7191)

K-16 252.209-7003 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS MAR/1998
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-17 252.247-7022 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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 45 of 56****PIIN/SIIN** DAAE20-99-R-0169**MOD/AMD****Name of Offeror or Contractor:**

represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

Name of Offeror or Contractor:

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

L.1 PROPOSAL INSTRUCTIONS

PROPOSALS SHALL BE SUBMITTED IN ACCORDANCE WITH THIS SECTION. TO AVOID UNNECESSARY EXPENSE TO BOTH THE GOVERNMENT AND THE OFFEROR, OFFERORS ARE ADVISED TO THOROUGHLY REVIEW SECTION M PRIOR TO SUBMITTING A PROPOSAL. ALL PROPOSALS SHALL BE PREPARED AND SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOLICITATION AND THE INSTRUCTIONS SET FORTH BELOW. ELECTRONIC FORMAT SHALL BE READABLE USING MS OFFICE 97 ON AN IBM PC OR COMPATIBLE. PLEASE LIMIT THE SIZE OF YOUR PROPOSAL TO THE EQUIVALENT OF THIRTY TYPED 8 1/2 BY 11 INCH SHEETS OF PAPER USING A FONT SIZE NO SMALLER THAN 10, NOT INCLUDING SIMPLE CHARTS AND GRAPHICS.

L.2 TECHNICAL

THIS FACTOR CONSISTS OF FOUR SUB-FACTORS: BACKGROUND AND KNOWLEDGE, QUALITY ASSURANCE, MANPOWER AND FACILITIES AND EQUIPMENT.

L.2.1 BACKGROUND AND KNOWLEDGE. THE OFFEROR SHALL DESCRIBE ITS BACKGROUND AND KNOWLEDGE IN MANUFACTURING DECONTAMINATING KITS, DECONTAMINATING POWDERS, AND THE FOLLOWING:

- A. DRYING AND MIXING OF CHEMICAL COMPOUNDS
- B. HEAT SEALING OF PLASTIC COMPONENTS
- C. CHEMICAL AGENT TESTING
- D. PACKAGING OF REACTIVE/SORPTIVE CHEMICALS INTO KITS

L.2.2 QUALITY ASSURANCE. THE OFFEROR SHALL DESCRIBE ITS QUALITY SYSTEM AND ITS UTILIZATION THROUGHOUT ITS ORGANIZATION. PARTICULARLY, THE OFFEROR SHALL ADDRESS THE FOLLOWING:

- A. THE OFFEROR SHALL DESCRIBE HOW THEY MANAGE QUALITY AT THEIR PLANT AND WITH THEIR SUBCONTRACTORS AND SUPPLIERS.
- B. PROCESS CONTROL. THE OFFEROR SHALL EXPLAIN HOW THEY CONTROL THEIR MANUFACTURING PROCESSES TO INCLUDE SPC.
- C. RECORD MANAGEMENT. THE OFFEROR SHALL DESCRIBE HOW THEY MAINTAIN AND CONTROL THEIR QUALITY RECORDS.
- D. MATERIAL HANDLING. THE OFFEROR SHALL DESCRIBE HOW MATERIALS WHICH ARE CRITICAL TO THE MANUFACTURING OF THE M295 INDIVIDUAL EQUIPMENT DECONTAMINATION KIT (IEDK), INCLUDING SORBENT AND OTHER MATERIALS, ARE/WILL BE HANDLED AND CONTROLLED, INCLUDING MATERIAL RECEIVED FROM SUBCONTRACTORS.
- E. TRAINING. THE OFFEROR SHALL SPECIFY WHAT TRAINING THEY HAD AND/OR WILL RECEIVE IN THE QUALITY AREA TO INCLUDE THE ABOVE-MENTIONED AREA OF QUALITY ASSURANCE.

L.2.3 MANPOWER. THE OFFEROR SHALL SUBMIT A DETAILED RESUME, INCLUDING EDUCATION, RELEVANT CHRONOLOGICAL EMPLOYMENT HISTORY, PROJECT ASSIGNMENTS, BACKGROUND/EDUCATION AND EXPERIENCE IN DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CHEMICAL AGENT TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS FOR THE KEY INDIVIDUALS TO BE ASSIGNED TO THIS EFFORT. KEY INDIVIDUALS WHO ARE NOT CURRENTLY EMPLOYED BUT WILL BE EMPLOYED OR CONTRACTED OUT CONTINGENT UPON CONTRACT AWARD SHALL BE ANNOTATED ACCORDINGLY. A STATEMENT SHALL BE INCLUDED AS TO WHAT TYPE OF COMMITMENT HAS BEEN MADE BY THE KEY INDIVIDUALS TO THE OFFEROR. THE OFFEROR SHALL IDENTIFY OTHER CURRENT PROPOSALS THAT REQUIRE THE SAME KEY INDIVIDUALS FOR THE PERFORMANCE OF THE CONTRACT.

L.2.4 FACILITIES AND EQUIPMENT. THE OFFEROR SHALL PROVIDE A DESCRIPTION OF THE FACILITIES AND EQUIPMENT CURRENTLY AVAILABLE OR TO BE ACQUIRED FOR PERFORMANCE. SPECIFICALLY, THIS SECTION SHOULD ADDRESS THE DRYING AND MIXING CHEMICAL COMPOUND EQUIPMENT, CHEMICAL AGENT AND OTHER TEST FACILITIES, USE OF DRY NITROGEN IN SORBENT TRANSFER AND DRUM FILLING EQUIPMENT, CHEMICAL PACKAGING AND PLASTIC HEAT SEALING EQUIPMENT, AND RAW MATERIAL STORAGE FACILITIES. THE OFFEROR MUST DISTINGUISH BETWEEN EXISTING, COMPANY-OWNED (OR SUBCONTRACTOR-OWNED) FACILITIES AND EQUIPMENT AND THOSE ITEMS THAT NEED TO BE ACQUIRED. ANY COMMITMENTS FOR THE LATTER SHOULD BE DESCRIBED. THE OFFEROR WILL DESCRIBE IN DETAIL HOW THE PROPOSED FACILITIES AND EQUIPMENT WILL BE ABLE TO ADAPT TO CHANGES IN PROGRAM PRIORITIES AND WORKLOAD.

L.3 PAST PERFORMANCE. THE OFFEROR SHALL PROVIDE PAST PERFORMANCE INFORMATION ON RECENT RELEVANT CONTRACTS. RELEVANT CONTRACTS CAN BE EITHER GOVERNMENT OR PRIVATE CONTRACTS THAT ARE SIMILAR OR MORE COMPLEX IN SCOPE (PRODUCTS AND/OR PROCESSES) TO THE REQUIREMENTS OF THIS SOLICITATION, ESPECIALLY, THOSE CONTRACTS THAT INCLUDED THE DRYING AND MIXING OF CHEMICAL COMPOUNDS. RECENT CONTRACTS ARE THOSE WITH ANY PERFORMANCE TAKING PLACE WITHIN THE LAST THREE (3) YEARS PREVIOUS TO THE DATE THIS SOLICITATION WAS ISSUED.

L.3.2 FOR EACH OF YOUR RECENT RELEVANT PAST CONTRACTS YOU SHOULD PROVIDE THE FOLLOWING INFORMATION FOR YOUR COMPANY AND YOUR KEY SUBCONTRACTORS. SUBCONTRACTORS MUST ALSO PROVIDE THE NAMES OF THE POINTS OF CONTACT FROM CONTRACTS THEY HAVE HAD WITH OTHER COMPANIES.

- A. CONTRACT NUMBER
- B. CONTRACT TYPE
- C. AWARD PRICE/COST

Name of Offeror or Contractor:

- D. ORIGINAL DELIVERY SCHEDULE
- E. FINAL, OR PROJECTED FINAL, DELIVERY SCHEDULE
- F. YOUR (AND ANY SIGNIFICANT SUBCONTRACTOR'S) CAGE AND DUNNS NUMBERS
- G. GOVERNMENT OR COMMERCIAL CONTRACTING ACTIVITY ADDRESS, TELEPHONE NUMBER AND FAX NUMBER
- H. PROCURING CONTRACTING OFFICER'S (PCO'S), NAME, TELEPHONE NUMBER AND FAX NUMBER
- I. GOVERNMENT OR COMMERCIAL CONTRACTING ACTIVITY TECHNICAL REPRESENTATIVE, OR COR, NAME, TELEPHONE NUMBER AND FAX NUMBER
- J. GOVERNMENT OR COMMERCIAL CONTRACTING ACTIVITY, AND THE NAME, TELEPHONE NUMBER AND FAX NUMBER OF THE ADMINISTRATIVE CONTRACTING OFFICER
- K. DESCRIPTION OF SCOPE OF WORK REQUIREMENTS AND A DISCUSSION OF SIMILARITIES BETWEEN THE CONTRACT SCOPE AND THE SCOPE OF THIS SOLICITATION
- L. DESCRIPTION OF OBJECTIVES ACHIEVED TO DATE ON THE CONTRACT. INCLUDE AN EXPLANATION OF INSTANCES WHERE TECHNICAL OR SCHEDULE REQUIREMENTS WERE NOT MET, AND ANY CORRECTIVE ACTIONS TAKEN TO AVOID SUCH PROBLEMS IN THE FUTURE
- M. LISTING OF QUALITY DEFICIENCY REPORTS (QDRS, STANDARD FORM 368), CORRECTIVE ACTION REQUEST (CAR), REQUESTS FOR WAIVER (RFW), AND REQUEST FOR DEVIATION (RFD) AGAINST THESE LISTED CONTRACTS TO INCLUDE A BRIEF SUMMARY OF THE CONTENTS, CURRENT STATUS OF EACH, VALIDITY, IMPACT ON ITEM PERFORMANCE, AND CORRECTIVE ACTIONS TO PRECLUDE RECURRENCE
- L.3.3 CANCELLATIONS AND TERMINATIONS: IDENTIFY ANY RECENT CONTRACTS THAT HAVE BEEN TERMINATED OR CANCELED FOR ANY REASON, IN WHOLE OR IN PART. INCLUDE PRIME CONTRACTS, CONTRACTS UNDER WHICH YOU WERE A SUBCONTRACTOR OR ANY OF YOUR SUBCONTRACTORS' CONTRACTS. PROVIDE THE INFORMATION REQUESTED IN L.3.2 ABOVE FOR ANY OF THESE CONTRACTS. IF THERE WERE NO CANCELLATIONS OR TERMINATIONS, PLEASE STATE THAT.
- L.3.4 CORPORATE ENTITIES: IF ANY CONTRACT LISTED IN L.3.2 WAS PERFORMED BY A CORPORATE ENTITY OR DIVISION OTHER THAN THE CORPORATE ENTITY OR DIVISION THAT WOULD PERFORM WORK UNDER THE INSTANT RFP, PLEASE IDENTIFY THEM AND INDICATE TO WHAT EXTENT THOSE ENTITIES WILL PERFORM THIS EFFORT. IF THEY HAVE RELOCATED OR CHANGED OWNERSHIP SINCE PERFORMANCE OF THE LISTED EFFORTS, PLEASE DESCRIBE ANY CHANGES IN TERMS OF PERSONNEL, FACILITIES, OR EQUIPMENT, FROM THOSE EXPECTED TO PERFORM THIS EFFORT.
- L.3.5 KEY PERSONNEL: IF YOU HAVE LIMITED OR NO RECENT OR RELEVANT PAST PERFORMANCE, BUT HAVE KEY PERSONNEL WHO WILL BE PLAYING A SIGNIFICANT ROLE IN CARRYING OUT THE REQUIREMENTS OF THIS CONTRACT AND WHO HAVE HAD SIGNIFICANT AND SIMILAR RESPONSIBILITIES IN CONJUNCTION WITH RECENT, RELEVANT CONTRACTS OR SUBCONTRACTS OF A PREVIOUS EMPLOYER, WE MAY CONSIDER THIS EXPERIENCE IN OUR EVALUATION OF PERFORMANCE. IN ORDER FOR US TO CONSIDER SUCH EXPERIENCE, PLEASE IDENTIFY THESE KEY PERSONNEL, THEIR ROLES AND RESPONSIBILITIES FOR THEIR PREVIOUS EMPLOYER, AND THEIR ROLES AND RESPONSIBILITIES AS PLANNED FOR THE CURRENT REQUIREMENT. ALSO PROVIDE SIMILAR INFORMATION TO THAT IDENTIFIED IN L.3.2 FOR THOSE CONTRACTS THAT THESE KEY PERSONNEL WERE INVOLVED IN WITH THOSE PREVIOUS EMPLOYERS.
- L.3.6 PREDECESSOR COMPANIES: LIKEWISE, IF YOU OR A SIGNIFICANT SUBCONTRACTOR ONLY HAVE RELEVANT AND RECENT PERFORMANCE HISTORY AS PART OF A PREDECESSOR COMPANY, WE MAY CONSIDER THAT IN OUR EVALUATION OF PAST PERFORMANCE. PLEASE PROVIDE THE INFORMATION IDENTIFIED IN PARAGRAPHS 2A THROUGH 2D FOR THOSE RECENT, RELEVANT CONTRACTS OF THAT PREDECESSOR COMPANY.
- L.3.7 WE MAY USE DATA YOU PROVIDE AND DATA WE GATHER FROM OTHER SOURCES TO EVALUATE PAST PERFORMANCE. SINCE WE MAY NOT INTERVIEW ALL THE SOURCES YOU PROVIDE, IT IS INCUMBENT UPON YOU TO EXPLAIN ALL THE DATA YOU PROVIDE. WE DO NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE PROBLEMS WE FIND IN THE PROPOSALS. THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION REMAINS WITH YOU. WE MAY ASSIGN AN "UNACCEPTABLE" RATING TO YOUR PROPOSAL OR REJECT YOUR PROPOSAL IF IT DOES NOT CONTAIN THE INFORMATION REQUESTED.
- L.4 SMALL BUSINESS PARTICIPATION
- L.4.1 OFFERORS ARE TO IDENTIFY THE EXTENT TO WHICH SMALL BUSINESSES (SBS), HUBZONE SBS, SMALL DISADVANTAGED BUSINESSES (SDBS), WOMAN-OWNED SMALL BUSINESSES (WOSBS) AND HISTORICALLY BLACK COLLEGE/UNIVERSITIES OR MINORITY INSTITUTIONS (HBCU/MIS) WOULD BE UTILIZED IN THE PERFORMANCE OF THIS PROPOSED CONTRACT. FOR SMALL BUSINESSES, AS DEFINED BY THE STANDARD INDUSTRIAL CODE APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB, HUBZONE SB, SDB, WOSB, OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS PARTICIPATION. FAR 19.001, DEFINITIONS, CONTAINS THE DEFINITION FOR EACH SMALL BUSINESS PROGRAM CATEGORY.
- L.4.2 THE OFFEROR IS TO ADDRESS THE FOLLOWING FACTOR IN DETAIL. ALL OFFERORS ARE TO PROVIDE:
- A. THE NAMES OF SBS, HUBZONE SBS, SDBS, WOSBS, OR HBCU/MIS WHO WOULD PARTICIPATE IN THE PROPOSED CONTRACT, IDENTIFYING SPECIFIC COMPONENTS TO BE PRODUCED OR SERVICES TO BE PERFORMED BY THEM, AND THE ESTIMATED TOTAL DOLLARS OF SUCH WORK.
- B. A DESCRIPTION OF THE OFFEROR'S PERFORMANCE, OVER THE PAST THREE CALENDAR YEARS, IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, INCLUDING DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SMALL BUSINESS UTILIZATION AND THE INTERNAL METHODS USED TO MONITOR SUCH UTILIZATION.
- L.5 PRICE
- L.5.1 THE OFFEROR SHALL ENTER UNIT PRICES FOR ALL QUANTITY RANGES AND ORDERING PERIODS ON THE PRICE EVALUATION SPREADSHEETS.

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

Page 48 of 56

PIIN/SIIN DAAB20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

FIRST ARTICLE TEST REPORT COSTS SHALL BE PROPOSED AS A SEPARATE ITEM ON THE PRICE EVALUATION SPREADSHEET. ALL UNIT PRICES PROPOSED SHALL BE BINDING.

L.5.2 THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

*** END OF NARRATIVE L002 ***

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	NOV/1999
L-2	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, ALTERNATE III	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial marketplace that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

Name of Offeror or Contractor:

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in Far 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media -1-

(End of provision)

(LF6027)

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

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-7 52.233-2 SERVICE OF PROTEST OCT/1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LF6254)

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 9.306(c) FAR WAIVER OF FIRST ARTICLE APPROVAL

Name of Offeror or Contractor:

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858 or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use. Note further, that quality systems listed in Section E of this solicitation as unacceptable are NOT acceptable for this contract.)

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7445)

Name of Offeror or Contractor:SECTION M - EVALUATION FACTORS FOR AWARD
SECTION M NARRATIVE

M.1.1 WE WILL BASE OUR AWARD DECISION ON FOUR FACTORS: TECHNICAL, PRICE, PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION. WE WILL SELECT THE OFFEROR WHO PROVIDES US THE BEST VALUE CONSIDERING ANY APPROPRIATE TRADEOFFS BETWEEN THESE FOUR FACTORS. TECHNICAL IS CONSIDERED THE MOST IMPORTANT FACTOR, FOLLOWED BY PAST PERFORMANCE, PRICE AND THEN SMALL BUSINESS PARTICIPATION. THE NON-PRICE FACTORS, INCLUDING TECHNICAL, PAST PERFORMANCE, AND SMALL BUSINESS PARTICIPATION, WHEN COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. HOWEVER, AS THE NON-PRICE FACTORS OF TWO OR MORE PROPOSALS TEND TO EQUALIZE, PRICE TAKES ON MORE SIGNIFICANCE.

M.1.2 THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD TO SOMEONE OTHER THAN THE LOW PRICED OFFEROR.

M.1.3 WE MAY REJECT ANY PROPOSAL THAT IS UNREALISTICALLY HIGH OR LOW IN PRICE.

M.1.4 AN EVALUATION TEAM WILL RATE PROPOSALS AS OUTLINED BELOW AND MAKE RECOMMENDATIONS TO THE SOURCE SELECTION AUTHORITY;. THE SOURCE SELECTION AUTHORITY IS NOT BOUND BY THE FINDINGS OF THE EVALUATION TEAM.

M.2 TECHNICAL

UNDER THIS FACTOR THE GOVERNMENT WILL EVALUATE FOUR SUB-FACTORS: BACKGROUND AND KNOWLEDGE, QUALITY ASSURANCE, MANPOWER, AND FACILITIES AND EQUIPMENT. THE BACKGROUND AND KNOWLEDGE SUBFACTOR(M.2.1) IS CONSIDERED TO BE MORE IMPORTANT THAN EACH OF THE OTHER THREE SUB-FACTORS, WHICH ARE EQUALLY IMPORTANT.

M.2.1 BACKGROUND AND KNOWLEDGE IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, PLASTIC HEAT SEALING, CHEMICAL WARFARE AGENT (CAW) TESTING, AND THE PACKAGING OF REACTIVE/SORPTIVE CHEMICALS INTO KITS. THE EVALUATION TEAM WILL RATE THIS SUB-FACTOR AS FOLLOWS:

A. EXCELLENT - THE OFFEROR OR HIS SUBCONTRACTOR DEMONSTRATES AN EXCELLENT UNDERSTANDING OF THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS TO INCLUDE THE SUCCESSFUL MANUFACTURE OF EITHER THE M295 IEDK TO THE GOVERNMENT TDP OR SORBENT DECONTAMINATING POWDER, A-200-SIC-1005.

B. GOOD - THE OFFEROR OR HIS SUBCONTRACTOR DEMONSTRATES A GOOD UNDERSTANDING OF THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS TO INCLUDE THE SUCCESSFUL MANUFACTURE OF EITHER A MILITARY CHEMICAL AGENT DECONTAMINATING KIT OR ANY CAW DECONTAMINATING POWDER.

C. ADEQUATE - THE OFFEROR OR HIS SUBCONTRACTOR DEMONSTRATES AN ACCEPTABLE UNDERSTANDING OF THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS TO INCLUDE THE SUCCESSFUL MANUFACTURE OF A COMMERCIAL CHEMICAL DECONTAMINATING KIT OR ANY CHEMICAL DECONTAMINATING POWDER.

D. MARGINAL - THE OFFEROR OR HIS SUBCONTRACTOR FAILS TO UNDERSTAND SOME OF THE ELEMENTS WHICH ARE IMPORTANT IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS TO ACHIEVE SPECIFIC PERFORMANCE REQUIREMENTS.

E. UNACCEPTABLE - THE OFFEROR OR HIS SUBCONTRACTOR LACKS UNDERSTANDING IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS TO ACHIEVE SPECIFIC PERFORMANCE REQUIREMENTS.

M.2.2 QUALITY ASSURANCE. THE EVALUATION TEAM WILL RATE THIS SUB-FACTOR AS FOLLOWS:

A. EXCELLENT - THE OFFEROR OR HIS SUBCONTRACTOR HAS A RECOGNIZED QUALITY SYSTEM THAT HAS BEEN PROVEN TO PRODUCE ITEMS WITH ALMOST NO DEFECTS. OFFEROR CONTROLS HIS PROCESSES EFFECTIVELY USING STATISTICAL PROCESS CONTROL(SPC). OFFEROR HAS A DOCUMENTED QUALITY RECORD MANAGEMENT SYSTEM THAT COMPLIES WITH A KNOWN STANDARD REQUIREMENT (E.G. ISO 9000 SERIES). THERE ARE NO RISKS ASSOCIATED WITH THEIR MATERIAL-HANDLING PLAN. THOROUGH USE OF TRAINING SHOWS THAT QUALITY ASSURANCE AREAS WILL BE CONSIDERED THROUGHOUT THE CONTRACT.

B. GOOD - THE OFFEROR OR HIS SUBCONTRACTOR HAS A QUALITY SYSTEM IN PLACE. SPC WILL BE UTILIZED, THE OFFEROR HAS SOME EXPERIENCE THEREIN OR A HIGHLY EXCEPTIONAL ALTERNATIVE METHOD OF CONTROLLING QUALITY IS CURRENTLY IN PLACE. OFFEROR MAINTAINS THEIR QUALITY RECORDS BUT HAS NO DOCUMENTED CONTROL OF THE RECORDS. THERE ARE LOW RISKS ASSOCIATED WITH THEIR MATERIAL-HANDLING PLAN. TRAINING OF PERSONNEL IS LIMITED TO TOP MANAGEMENT, BUT WILL BE FURTHER CONSIDERED.

C. ADEQUATE - THE OFFEROR OR HIS SUBCONTRACTOR WILL BE IMPLEMENTING A QUALITY SYSTEM TO REVISE CURRENT SYSTEM INADEQUACY. SPC IS NOT UTILIZED CURRENTLY, BUT OFFEROR HAS DEMONSTRATED WILLINGNESS TO UTILIZE IT. OFFEROR DOES NOT MAINTAIN OR CONTROL QUALITY RECORDS, BUT WILL BE IMPLEMENTING A POLICY. THERE ARE LOW TO MEDIUM RISKS ASSOCIATED WITH THEIR MATERIAL HANDLING PLAN. OFFEROR MENTIONS QUALITY TRAINING, BUT WASN'T ABLE TO GIVE SPECIFIC INFORMATION ON COURSES COMPLETED.

Name of Offeror or Contractor:

D. MARGINAL - THE OFFEROR OR HIS SUBCONTRACTOR HAS NO QUALITY SYSTEM CURRENTLY IN-PLACE, BUT HAS PLANS FOR IMPLEMENTATION. OFFEROR HAS NO EXPERIENCE WITH SPC OR QUALITY RECORDS MANAGEMENT. MATERIAL HANDLING PLAN HAS A MEDIUM RISK. TRAINING HAS NOT BEEN DONE IN THE PAST AND MAY BE INITIATED.

E. UNACCEPTABLE - THE OFFEROR OR HIS SUBCONTRACTOR HAS NO QUALITY SYSTEM. OFFEROR DID NOT EXPLAIN PROCESS CONTROL. QUALITY RECORDS ARE NOT USED BY THE OFFEROR. MATERIAL HANDLING PLAN HAS A HIGH RISK WITH POTENTIAL FOR CONTAMINATION PROBLEMS. TRAINING IS NOT UTILIZED.

M.2.3 MANPOWER. THE EVALUATION TEAM WILL RATE THIS SUB-FACTOR AS FOLLOWS:

A. EXCELLENT - THE OFFEROR AND ANY SUBCONTRACTOR(S) CURRENTLY EMPLOY ADEQUATE PERSONNEL WITH BACKGROUND AND EDUCATION IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS NECESSARY TO SUCCESSFULLY MANUFACTURE THE M295 IEDK.

B. GOOD - THE OFFEROR AND ANY SUBCONTRACTOR(S) EMPLOY LIMITED PERSONNEL WITH BACKGROUND AND EDUCATION IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS. UPON CONTRACT AWARD, THE CONTRACTOR IS COMMITTED TO EMPLOY THE ADDITIONAL KEY INDIVIDUALS NECESSARY TO SUCCESSFULLY MANUFACTURE THE M295 IEDK.

C. ADEQUATE - THE OFFEROR AND ANY SUBCONTRACTOR(S) EMPLOY LIMITED PERSONNEL WITH BACKGROUND AND EDUCATION IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS. UPON CONTRACT AWARD, THE CONTRACTOR HAS A PLAN FOR ACQUIRING THE ADDITIONAL KEY INDIVIDUALS NECESSARY TO SUCCESSFULLY MANUFACTURE THE M295 IEDK.

D. MARGINAL - THE OFFEROR AND ANY SUBCONTRACTOR(S) EMPLOY NO PERSONNEL WITH BACKGROUND AND EDUCATION IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS. UPON CONTRACT AWARD, THE CONTRACTOR HAS A PLAN FOR ACQUIRING THE KEY INDIVIDUALS NECESSARY TO SUCCESSFULLY MANUFACTURE THE M295 IEDK.

E. UNACCEPTABLE - THE OFFEROR AND ANY SUBCONTRACTOR(S) EMPLOY NO PERSONNEL WITH BACKGROUND AND EDUCATION IN THE DRYING AND MIXING OF CHEMICAL COMPOUNDS, QUALITY ASSURANCE, HEAT SEALING OF PLASTIC MATERIALS, CAW TESTING, AND THE PACKAGING OF REACTIVE AND/OR SORPTIVE CHEMICALS INTO KITS. THE CONTRACTOR DOES NOT HAVE PLAN OR COMMITMENT TO EMPLOY THE PERSONNEL NECESSARY TO SUCCESSFULLY MANUFACTURE THE M295 IEDK.

M.2.4 FACILITIES AND EQUIPMENT. THE EVALUATION TEAM WILL RATE THIS SUB-FACTOR AS FOLLOWS:

A. GOOD - THE OFFEROR OR HIS SUBCONTRACTOR CURRENTLY OWNS NEARLY ALL OF THE REQUIRED DRYING AND MIXING EQUIPMENT, CHEMICAL AGENT AND OTHER TEST FACILITIES, DRY NITROGEN AND SORBENT TRANSFER/DRUM-FILLING EQUIPMENT, CHEMICAL PACKAGING AND PLASTIC HEAT SEALING EQUIPMENT, AND RAW MATERIAL STORAGE FACILITIES FOR PERFORMANCE OF THIS CONTRACT EFFORT.

B. ADEQUATE - THE OFFEROR OR HIS SUBCONTRACTOR CURRENTLY LEASES, RENTS, OR OWNS SOME OF THE REQUIRED DRYING AND MIXING EQUIPMENT, CHEMICAL AGENT AND OTHER TEST FACILITIES, DRY NITROGEN AND SORBENT TRANSFER/DRUM FILLING EQUIPMENT, CHEMICAL PACKAGING AND PLASTIC HEAT SEALING EQUIPMENT, AND RAW MATERIAL STORAGE FACILITIES FOR PERFORMANCE OF THIS CONTRACT EFFORT; AND HAS A FIRM COMMITMENT TO LEASE, RENT, OR OWN THE ADDITIONAL EQUIPMENT AND FACILITIES TO PERFORM THIS CONTRACT EFFORT.

C. MARGINAL - THE OFFEROR OR HIS SUBCONTRACTOR CURRENTLY OWNS, RENTS, OR LEASES VERY LITTLE OF THE REQUIRED DRYING AND MIXING EQUIPMENT, CHEMICAL AGENT AND OTHER TEST FACILITIES, DRY NITROGEN AND SORBENT TRANSFER/DRUM-FILLING EQUIPMENT, CHEMICAL PACKAGING AND PLASTIC HEAT SEALING EQUIPMENT, AND RAW MATERIAL STORAGE FACILITIES FOR PERFORMANCE OF THIS CONTRACT EFFORT; AND HAS NO FIRM COMMITMENT TO LEASE, RENT, OR OWN THE REQUIRED EQUIPMENT AND FACILITIES TO PERFORM THIS CONTRACT EFFORT.

M.3 PAST PERFORMANCE

THE GOVERNMENT WILL FOCUS ITS PAST PERFORMANCE INQUIRY ON ALL ASPECTS OF CONTRACT PERFORMANCE, INCLUDING TECHNICAL PERFORMANCE (DRYING AND MIXING OF CHEMICAL COMPOUNDS), DELIVERY SCHEDULE CONFORMANCE, CONTRACT OVERRUNS, AND THE OFFEROR'S GENERAL HISTORY OF COOPERATIVE BEHAVIOR AND COMMITMENT TOWARD CUSTOMER SATISFACTION. SCHEDULE EXTENSIONS THAT WERE YOUR FAULT, OR YOUR SUBCONTRACTOR'S FAULT, EVEN IF CONSIDERATION WAS PROVIDED, WILL BE COUNTED AGAINST YOU. WE WILL ALSO EVALUATE GENERAL TRENDS IN PAST PERFORMANCE, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS., INQUIRIES WILL ALSO BE MADE ON KEY SUBCONTRACTORS.

M.3 THE TEAM WILL USE THE FOLLOWING RATINGS IN EVALUATING PAST PERFORMANCE:

A. EXCELLENT - NO DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT

B. GOOD - LITTLE DOUBT EXISTS BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.

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

Page 55 of 56

PIIN/SIIN DAAE20-99-R-0169

MOD/AMD

Name of Offeror or Contractor:

C. ADEQUATE - SOME DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.

D. MARGINAL - SUBSTANTIAL DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.

E. UNACCEPTABLE - THERE IS NO DOUBT, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL NOT BE ABLE TO SUCCESSFULLY PERFORM THE REQUIRED EFFORT

F. UNKNOWN - NO MEANINGFUL RELEVANT RECORD OF PAST PERFORMANCE AND NO DETERMINATION ON RISK OR PERFORMANCE CAN BE MADE. (UNKNOWN RISK)

M.4 SMALL BUSINESS PARTICIPATION

M.4.1 THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH OFFERORS IDENTIFY AND COMMIT TO UTILIZING SBs, HUBZONE SBs, SDBs, WOSBs, AND HBCU/MIs IN THE PERFORMANCE OF THE CONTRACT. SUCH UTILIZATION MAY BE AS THE PRIME CONTRACTOR OR A SUBCONTRACTOR, OR AS A MEMBER OF A JOINT VENTURE OR TEAMING ARRANGEMENT.

M.4.2 THE EVALUATION WILL INCLUDE THE FOLLOWING:

A. THE EXTENT TO WHICH THE PROPOSAL SPECIFICALLY IDENTIFIES SBs, HUBZONE SBs, SDBs, WOSBs, AND HBCU/MIs AND THE ESTIMATED DOLLAR VALUE OF THEIR PARTICIPATION, INCLUDING THE PARTICIPATION OF THE OFFEROR, IF IT IS AN SB, HUBZONE SB, SDB, WOSB, OR HBCU/MI;

B. THE COMPLEXITY OF THE ITEMS/SERVICES TO BE FURNISHED BY SBs, HUBZONE SBs, SDBs, WOSBs, AND HBCU/MIs;

C. THE EXTENT OF PARTICIPATION OF SUCH CONCERNS IN TERMS OF THE VALUE OF THE TOTAL CONTRACT AMOUNT; AND

D. AN ASSESSMENT OF THE RISK, BASED UPON PAST PERFORMANCE, OF THE OFFEROR ACTUALLY ACHIEVING THE INVOLVEMENT OF SMALL BUSINESS CONCERNS AS PROPOSED. SUCH ASSESSMENT WILL INCLUDE AN EVALUATION OF PERFORMANCE OVER THE PAST THREE CALENDAR YEARS IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS.

M.4.3 THE ELEMENT OF SMALL BUSINESS PARTICIPATION WILL BE EVALUATED IN ACCORDANCE WITH THE FOLLOWING. APPLY THE ADJECTIVAL RATING FOR THE DEFINITION THAT MOST CLOSELY MEETS THE EVALUATION CONCLUSION.

M.4.4 SMALL BUSINESS UTILIZATION ADJECTIVAL SCALE

A. EXCELLENT - PROPOSAL INCLUDES A SUBSTANTIAL PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (MORE THAN 20%) AND COMPLEXITY, TO BE PERFORMED IN THE SMALL BUSINESS (SB), HUBZONE SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMAN-OWNED SMALL BUSINESS (WOSB), AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTION (HBCU/MI) SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS SUBSTANTIVE EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SUBCONTRACTING PLANS OR POLICY GOALS. BASED ON THE PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE SUBSTANTIAL AND ARE CONSIDERED VERY REALISTIC.

B. GOOD - PROPOSAL INCLUDES A SIGNIFICANT PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (MORE THAN 15%) TO BE PERFORMED IN THE SB, HUBZONE SB, SDB, WOSB, AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF MOST SUBCONTRACTING PLAN OR POLICY GOALS. BASED ON THE OFFEROR'S PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE SIGNIFICANT AND ARE CONSIDERED REALISTIC.

C. ADEQUATE - PROPOSAL INCLUDES A REASONABLE PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (MORE THAN 10%) OR COMPLEXITY TO BE PERFORMED IN THE SB, HUBZONE SB, SDB, WOSB, AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SOME SUBCONTRACTING PLAN OR POLICY GOALS. BASED ON THE OFFEROR'S PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE ADEQUATE AND COULD BE MET IF THE OFFEROR FOCUSES ATTENTION ON THEM.

D. MARGINAL - PROPOSAL INCLUDES A MINIMAL PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (LESS THAN 10%) AND COMPLEXITY TO BE PERFORMED IN THE SB, HUBZONE SB, SDB, WOSB, AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. BASED ON THE OFFEROR'S PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS LITTLE LIKELIHOOD THAT MORE THAN A MINIMAL PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR.

E. UNACCEPTABLE - OFFEROR DEMONSTRATES LITTLE OR NO COMMITMENT TO USING SBs, HUBZONE SBs, SDBs, WOSBs, AND HBCU/MIs. THERE IS NO EVIDENCE THAT THE OFFEROR MET HIS PRIOR GOALS AND/OR SHOWS NO SERIOUS COMMITMENT AND DID NOT PROVIDE ADEQUATE JUSTIFICATION FOR NOT DOING SO. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS NEGLIGIBLE LIKELIHOOD THAT ANYTHING OTHER THAN A TOKEN PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR.

M.5 PRICE

Name of Offeror or Contractor:

M.5.1 THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED FOR ALL ORDERING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THIS SOLICITATION.

M.5.2 FOR PURPOSES OF EVALUATION THE FIRST ARTICLE TEST (FAT) COSTS WILL BE ADDED AS APPLICABLE. THE EVALUATED FAT COST IS DEPENDENT UPON WHETHER OR NOT AN OFFEROR WILL RECEIVE APPROVAL OF A WAIVER PRIOR TO EVALUATION.

M.5.3 FOR EACH ORDERING PERIOD, PROPOSED UNIT PRICES FOR EACH RANGE WILL BE MULTIPLIED BY THE ASSIGNED WEIGHT THEN ADDED TO OBTAIN A WEIGHTED UNIT PRICE. THE ASSIGNED WEIGHT REPRESENTS THE ESTIMATED LIKELIHOOD THAT AN ORDER WILL BE MADE WITHIN THAT RANGE FOR EACH GIVEN ORDERING PERIOD. FOR PURPOSES OF EVALUATION, THE EVALUATED PRICE WILL BE CALCULATED BY MULTIPLYING THE WEIGHTED UNIT PRICE BY THE ESTIMATED MOST LIKELY QUANTITY FOR EACH ORDERING PERIOD. THE TOTAL EVALUATED PRICE IS THE SUM OF THE APPLICABLE FAT COST AND THE EVALUATED PRICES FOR ALL ORDERING PERIODS.

*** END OF NARRATIVE M001 ***

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

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

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

(MA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	9.306(c) FAR	FIRST ARTICLE APPROVAL
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

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

(End of Provision)

(MF7007)