

|  |  |                       |  |                                    |  |
|--|--|-----------------------|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |                       | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOC9              | <b>Page</b> 1 of 57                                |
| <b>2. Contract No.</b>   | <b>3. Solicitation No.</b><br>DAAE20-99-R-0197 |                       | <b>4. Type of Solicitation</b><br>Negotiated (RFP)               | <b>5. Date Issued</b><br>1999SEP08 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-CM-CREC<br>ROCK ISLAND IL 61299-7630 |  | <b>Code</b><br>W52H09 | <b>8. Address Offer To (If Other Than Item 7)</b>                |                                    |  |

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 1999OCT08 (Date).

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

|                                  |   |   |
|----------------------------------|---|---|
| <b>10. For Information Call:</b> | <b>Name</b> FRANCES TABER<br><b>E-mail address:</b> TABERF@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309) 782-3796 |
|----------------------------------|---|---|

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

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

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

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

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

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(AA7020)

|     |   |          |
|-----|---|----------|
| A-2 | 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | NOV/1995 |
|-----|---|----------|

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**

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MOD/AMD

**Name of Offeror or Contractor:**

A-3 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999  
ACALA

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998  
TACOM-RI

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

(END OF CLAUSE)

(AS7003)

A-5 52.211-4503 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997  
TACOM-RI SPECIFICATIONS AND STANDARDS

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

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

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
| —   | —                                 | —                          | —        | —   |
| —   | —                                 | —                          | —        | —   |
| —   | —                                 | —                          | —        | —   |
| —   | —                                 | —                          | —        | —   |
| —   | —                                 | —                          | —        | —   |

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

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

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

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

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

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





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MOD/AMD

**Name of Offeror or Contractor:**

|    |        |   |
|----|--------|---|
| 01 | 19,600 | DATE OF BASIC CONTRACT AWARD THROUGH SEPTEMBER 30, 2000 |
| 02 | 5,000  | OCTOBER 01, 2000 THROUGH SEPTEMBER 30, 2001             |
| 03 | 4,420  | OCTOBER 01, 2001 THROUGH SEPTEMBER 30, 2002             |
| 04 | 4,420  | OCTOBER 01, 2002 THROUGH SEPTEMBER 30, 2003             |
| 05 | 4,000  | OCTOBER 01, 2003 THROUGH SEPTEMBER 30, 2004             |

CLIN 0002

| ORDERING PERIOD | ESTIMATED REQUIREMENTS | ORDER PERIOD TIMEFRAME                                  |
|-----------------|------------------------|---|
| 01              | 200,000                | DATE OF BASIC CONTRACT AWARD THROUGH SEPTEMBER 30, 2000 |
| 02              | 173,000                | OCTOBER 01, 2000 THROUGH SEPTEMBER 30, 2001             |
| 03              | 202,000                | OCTOBER 01, 2001 THROUGH SEPTEMBER 30, 2002             |
| 04              | 117,500                | OCTOBER 01, 2002 THROUGH SEPTEMBER 30, 2003             |
| 05              | 110,000                | OCTOBER 01, 2003 THROUGH SEPTEMBER 30, 2004             |

THE PROJECTED MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES ARE SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES AND TO ESTABLISH ORDERING LIMITATIONS. IT IS ANTICIPATED THAT THE ESTIMATED REQUIREMENT PER ORDERING PERIOD WILL BE FUNDED ANNUALLY.

A-12 THE FOB POINT FOR CLIN 0001 AND CLIN 0002 IS FOB DESTINATION. THE SHIP TO ADDRESS FOR BOTH CLINS SHALL BE AS FOLLOWS:

TRANSPORTATION OFFICE      DEST CODE W22PVJ  
BLUE GRASS ACTIVITY  
RICHMOND, KY 40475

ANY CHANGES IN SHIP TO DESTINATIONS AFTER AWARD SHALL BE PROCESSED IN ACCORDANCE WITH THE CHANGES CLAUSE, FAR 52.243-1 AND CLAUSE A-8, ENTITLED "DIRECT VENDOR DELIVERY".

## A-13 DELIVERY SCHEDULE

ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY U.S. ARMY, TACOM-RI, ATTN: AMSTA-CM-CREC, ROCK ISLAND, IL 61299-7630 WITH FIRM DELIVERY DATES. DELIVERIES WILL COMMENCE AS FOLLOWS:

CLINS 0001 AND 0002 WITH FIRST ARTICLE

|   |                                      |
|---|--------------------------------------|
| FIRST ARTICLE TEST REPORT, CONTRACTOR TESTING | 90 DAYS AFTER DATE OF DELIVERY ORDER |
| PRODUCTION QUANTITY                           | 60 DAYS ADDO                         |

CLINS 0001 AND 0002 WITHOUT FIRST ARTICLE

|                     |               |
|---------------------|---------------|
| PRODUCTION QUANTITY | 120 DAYS ADDO |
|---------------------|---------------|

THE MONTHLY PRODUCTION DELIVERY QUANTITIES WILL BE EVENLY DISTRIBUTED WITHIN EACH ORDERING PERIOD, WITH A MAXIMUM LIMITATION OF NO MORE THAN 3,500 M45 HOODS SCHEDULED FOR DELIVERY PER MONTH AND NO MORE THAN 30,000 QDH SCHEDULED FOR DELIVERY PER MONTH.

\*\*\* END OF NARRATIVE A001 \*\*\*

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT  | UNIT PRICE  | AMOUNT |
|---------|--|----------|---|---|--------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>SECURITY CLASS: Unclassified<br/>           NSN: 4240-01-441-0553<br/>           FSCM: 81361<br/>           PART NO. 5-1-2802<br/>           SECURITY CLASS: UNCLASSIFIED</p> <p>ORDERING PERIOD 1: DATE OF CONTRACT AWARD<br/>           THROUGH 30 SEP 2000</p> <p><u>With First Article Approval</u></p> <p>RANGE I: 3,000 TO 12,000<br/>           RANGE II: 12,001 TO 25,000</p> <p>Delivery shall be FOB Destination.</p> <p><u>Without First Article Approval</u><br/>           (Delivery of 0001AA &amp; 0001AB Not Required)</p> <p>RANGE I: 3,000 TO 12,000<br/>           RANGE II: 12,001 TO 25,000</p> <p>Delivery shall be FOB Destination.</p> <p>ORDERING PERIOD 2: 1 OCT 2000 THROUGH 30 SEP 2001</p> <p><u>With First Article Approval</u></p> <p>RANGE I: 3,000 TO 12,000<br/>           RANGE II: 12,001 TO 25,000</p> <p>Delivery shall be FOB Destination.</p> <p><u>Without First Article Approval</u><br/>           (Delivery of 0001AA &amp; 0001AB Not Required)</p> <p>RANGE I: 3,000 TO 12,000<br/>           RANGE II: 12,001 TO 25,000</p> <p>Delivery shall be FOB Destination.</p> <p>ORDERING PERIOD 3: 1 OCT 2001 THROUGH 30 SEP 2002</p> <p><u>With First Article Approval</u></p> <p>RANGE I: 3,000 TO 12,000</p> |          | <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> |        |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br><u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required)   |          | EA   | \$ _____   |        |
|         | RANGE I: 3,000 TO 12,000<br><br>RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br>ORDERING PERIOD 4: 1 OCT 2002 THROUGH 30 SEP 2003<br><br><u>With First Article Approval</u> |          | EA   | \$ _____   |        |
|         | RANGE I: 3,000 TO 12,000<br><br>RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br><u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required)         |          | EA   | \$ _____   |        |
|         | RANGE I: 3,000 TO 12,000<br><br>RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br>ORDERING PERIOD 5: 1 OCT 2003 THROUGH 30 SEP 2004<br><br><u>With First Article Approval</u> |          | EA   | \$ _____   |        |
|         | RANGE I: 3,000 TO 12,000<br><br>RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br><u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required)         |          | EA   | \$ _____   |        |
|         | RANGE I: 3,000 TO 12,000<br><br>RANGE II: 12,001 TO 25,000<br><br>Delivery shall be FOB Destination.<br><br>(End of narrative B001)   |          | EA   | \$ _____   |        |
|         | <u>Packaging and Marking</u>  |          |      |            |        |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | <p><u>Inspection and Acceptance</u><br/>           INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>           DOC SUPPL<br/>           REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD<br/>           001</p> <p>FOB POINT: Destination</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>SECURITY CLASS: Unclassified<br/>           NSN: 4240-01-376-3152<br/>           FSCM: 82361<br/>           PART NO: 5-1-2701<br/>           SECURITY CLASS: UNCLASSIFIED</p> <p>ORDERING PERIOD 1: DATE OF CONTRACT AWARD<br/>           THROUGH 1 OCT 2000</p> <p><u>With First Article Approval</u></p> <p>RANGE I: 50,000 TO 150,000<br/>           RANGE II: 150,001 TO 250,000<br/>           RANGE III: 250,001 TO 360,000</p> <p>Delivery shall be FOB Destination.</p> <p><u>Without First Article Approval</u><br/>           (Delivery of 0001AA &amp; 0001AB Not Required)</p> <p>RANGE I: 50,000 TO 150,000<br/>           RANGE II: 150,001 TO 250,000<br/>           RANGE III: 250,001 TO 360,000</p> <p>Delivery shall be FOB Destination.</p> <p>ORDERING PERIOD 2: 1 OCT 2000 THROUGH 30 SEP 2001</p> <p><u>With First Article Approval</u></p> <p>RANGE I: 50,000 TO 150,000<br/>           RANGE II: 150,001 TO 250,000<br/>           RANGE III: 250,001 TO 360,000</p> <p>Delivery shall be FOB Destination.</p> <p><u>Without First Article Approval</u></p> |          |      |            |        |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | (Delivery of 0001AA & 0001AB Not Required)  |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000  |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000  |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000   |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.  |          |      |            |        |
|         | ORDERING PERIOD 3: 1 OCT 2001 THROUGH 30 SEP 2002                                   |          |      |            |        |
|         | <u>With First Article Approval</u>  |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000  |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000  |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000   |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.  |          |      |            |        |
|         | <u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required) |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000  |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000  |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000   |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.  |          |      |            |        |
|         | ORDERING PERIOD 4: 1 OCT 2002 THROUGH 30 SEP 2003                                   |          |      |            |        |
|         | <u>With First Article Approval</u>  |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000  |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000  |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000   |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.  |          |      |            |        |
|         | <u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required) |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000  |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000  |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000   |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.  |          |      |            |        |
|         | ORDERING PERIOD 5: 1 OCT 2003 THROUGH 30 SEP 2004                                   |          |      |            |        |
|         | <u>With First Article Approval</u>  |          |      |            |        |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | RANGE I: 50,000 TO 150,000   |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000   |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000  |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.   |          |      |            |        |
|         | <u>Without First Article Approval</u><br>(Delivery of 0001AA & 0001AB Not Required)                |          |      |            |        |
|         | RANGE I: 50,000 TO 150,000   |          | EA   | \$ _____   |        |
|         | RANGE II: 150,001 TO 250,000   |          | EA   | \$ _____   |        |
|         | RANGE III: 250,001 TO 360,000  |          | EA   | \$ _____   |        |
|         | Delivery shall be FOB Destination.   |          |      |            |        |
|         | (End of narrative B001)  |          |      |            |        |
|         | <u>Packaging and Marking</u>   |          |      |            |        |
|         | <u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin                          |          |      |            |        |
|         | <u>Deliveries or Performance</u><br>DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br>001 |          |      |            |        |
|         | FOB POINT: Destination   |          |      |            |        |

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**MOD/AMD**

**Name of Offeror or Contractor:**

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225.7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

CLIN 0001:

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 5-1-2802 with revisions in effect as of 21 OCT 1998 (except as follows):

THE FOLLOWING DOCUMENTS SHALL APPLY:

NOR 123-0015-001  
NOR 123-0065-001

FOR SPECIAL PACKAGING INSTRUCTIONS DOCUMENTS (P5-1-2802) SEE NOR 123-0065/001 ATTACHED.

SHELF LIFE MARKING SHALL APPLY IN ACCORDANCE WITH MIL-STD-129. THE SHELF LIFE CODE IS 9. THE SHELF LIFE MARKINGS SHALL INCLUDE THE MANUFACTURE DATE AND THE INSPECTION/TEST DATE. THE INSP/TEST DATE SHALL BE 60 MONTHS IN FUTURE FROM THE MANUFACTURE DATE.

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

CLIN 0002:

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 5-1-2701 with revisions in effect as of 22 APR 1999 (except as follows):

2. TDPL, UNDER SPECIFICATIONS AND STANDARDS, DELETE THE FOLLOWING IN THEIR ENTIRETY:

FED-STD-102  
MIL-P-116

3. TDPL, UNDER SPECIFICATIONS AND STANDARDS, CHANGE AS FOLLOWS:

|          |            |
|----------|------------|
| WAS:     | IS:        |
| PPP-T-76 | ASTM-D5486 |
| U-T-30   | A-A-42     |

4. SPI P5-1-2701, IN LEVEL A UNIT PACK REQUIREMENTS BLOCK, CHANGE AS FOLLOWS:

|                                 |                                 |
|---------------------------------|---------------------------------|
| WAS:                            | IS:                             |
| TALCUM (A) 1 U-T-30 AS REQUIRED | TALCUM (A) 1 A-A-42 AS REQUIRED |

5. SPI P5-1-2701, IN LEVEL A UNIT PACK REQUIREMENTS BLOCK, CHANGE AS FOLLOWS:

|  |  |
|--|--|
| WAS:                                       | IS:  |
| TAPE (A) 3 PPP-T-76 2 PCS, 1 WD X 2 1/2 LG | TAPE (A) 3 ASTM-D5486, TYPE V 2 PCS, 1 WD X 2 1/2 LG |

6. SHELF LIFE MARKING SHALL APPLY IN ACCORDANCE WITH MIL-STD-129. THE SHELF LIFE CODE IS 9. THE SHELF LIFE MARKINGS SHALL INCLUDE THE MANUFACTURE DATE AND THE INSPECTION/TEST DATE. THE INSP/TEST DATE SHALL BE 60 MONTHS IN FUTURE FROM THE MANUFACTURE DATE.

(CS6100)

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

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

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MIL-STD-2073/1

(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 | 52.210-4513 | STATEMENT OF WORK - STABLE BASE MYLARS<br>ACALA | FEB/1994 |
|-----|-------------|---|----------|

Stable Base Mylars Master(s) are required as follows:

| CLIN(s) | DRAWING NO(s)   | PRON NO(s) | NSN(s)           |
|---------|-----------------|------------|------------------|
| 0001    | 5-1-2822        | N/A        | 4240-01-441-0553 |
|         | 5-1-2823        | N/A        |                  |
|         | 5-1-2843-1 & -2 | N/A        |                  |
|         | 5-1-2825        | N/A        |                  |
|         | 5-1-2844-1 & -2 | N/A        |                  |
| 0002    | 5-1-2700        | N/A        | 4240-01-376-3152 |

Stable Base drawings should be requested from the Contracting Officer not later than thirty days after award of contract.

(End of Clause)

(CS6500)

|     |             |   |          |
|-----|-------------|---|----------|
| C-4 | 52.248-4502 | CONFIGURATION MANAGEMENT DATA INTERFACES - SBCCOM<br>SBCCOM | JUL/1999 |
|-----|-------------|---|----------|

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.

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

|                           |  |                      |
|---------------------------|--|----------------------|
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|---------------------------|--|----------------------|

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proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7109)

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## SECTION D - PACKAGING AND MARKING

|     | <u>Regulatory Cite</u>  | <u>Title</u>           | <u>Date</u> |
|-----|-------------------------|------------------------|-------------|
| D-1 | 52.211-4501<br>TACOM-RI | PACKAGING REQUIREMENTS | SEP/1997    |

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction, AS FOLLOWS:

CLIN 0001: P5-1-2802, revision A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 OCT 1996.

EXCEPTION: ECP 123-0065/001 APPLIES.

CLIN 0002: P5-1-2701, revision C, dated 2 NOV 1994. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 OCT 1996.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 MAY 1997. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(End of clause)

(DS6400)

|     |                         |                           |          |
|-----|-------------------------|---------------------------|----------|
| D-2 | 52.247-4521<br>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)

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## 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 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999    |

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

| Title     | Number                                    | DATE      | TAILORING  |
|-----------|---|-----------|------------|
| CLIN 0001 | ISO 9002, QUALITY SYSTEMS - MODEL FOR QA, | 18 JUL 94 | UNTAILORED |
| CLIN 0002 | ISO 9002, QUALITY SYSTEMS - MODEL FOR QA, | 18 JUL 94 | UNTAILORED |

(End of clause)

(EP6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| E-4 | 52.209-4512<br>TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |
|-----|-------------------------|---|----------|

a. The first article shall consist of:

CLIN 0001 AS PER PARA 4.2 OF EA-DTL-1872

CLIN 0002 THE FAT SAMPLE SHALL CONSIST OF ONE HUNDRED (100) EACH HOODS, THREE (03) EACH SETS OF PATTERN BLANKS, AND THREE (03) EACH ALL HARDWARE COMPONENTS, ONE (01) QUART OF ADHESIVE, AND ONE (01) YARD FULL WIDTH SAMPLE OF COATED CLOTH CONFORMING TO MIL-C-51251, TAKEN FROM THE SAME ROLL FROM WHICH THE FIRST ARTICLE HOOD ASSEMBLIES AND SEAMS WERE MADE.

SPECIAL PACKAGING INSTRUCTIONS (SPI) APPLY FOR THIS CONTRACT, THEREFORE THE FAT SHALL ALSO REQUIRE THREE (03) EACH PACKAGED HOOD ASSEMBLIES AND THREE (03) EACH EMPTY UNIT PACK CONTAINERS, CONFORMING TO SPI P5-1-2701.

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

|                           |  |                                 |
|---------------------------|--|---------------------------------|
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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.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to FRANK CROMER, ATTN: AMSSB-RSO-ADM(RI), ROCK ISLAND, IL 61299-7390.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-5                      52.246-4528                      REWORK AND REPAIR OF NONCONFORMING MATERIAL                      MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

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

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

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

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

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



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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)

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## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

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

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 52.225-4503<br>TACOM-RI | RESTRICTION OF CRITICAL ITEMS AND COMPONENTS CLAUSE | AUG/1988    |

1. This purchase is for a national defense item and as such it is necessary to create and/or maintain a domestic capability for production of items and components designated critical by limiting production and procurement to the U.S./Canadian industrial base.

2. Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the U.S. or Canada. Raw material is defined as copper, steel, aluminum, and nickel in the mill forms and shapes normally produced for commercial use.

HOOD P/N 5-1-2802

HOOD P/N 5-1-2701

3. Components listed in this paragraph must be manufactured, assembled, and tested in the U.S. or Canada.

N/A

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the U.S. or Canada.

4. The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

5. The Contractor will insert the substance of this clause, including this paragraph 5, in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of Clause)

(HS6304)

|     |                         |                             |          |
|-----|-------------------------|-----------------------------|----------|
| H-2 | 52.232-4506<br>TACOM-RI | PROGRESS PAYMENT LIMITATION | MAR/1988 |
|-----|-------------------------|-----------------------------|----------|

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

(End of Clause)





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(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

H-5                    1.602-2(93)            DELETED 1 SEP 99 WITHOUT REPLACEMENT, AVAILABILITY OF FUNDS                    OCT/1985  
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

H-6                    52.204-4501            REQUIRED USE OF ELECTRONIC DATA INTERCHANGE                    FEB/1999  
TACOM-RI

(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-7                    52.239-4500            YEAR 2000 (Y2K) COMPLIANCE                    NOV/1998  
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be

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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 by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not 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-8                    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)

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## 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](http://www.acq.osd.mil/dp/dars)

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

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.203-3               | 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  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                    | SEP/1990    |
| I-9  | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | AUG/1996    |
| I-10 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS              | OCT/1997    |
| I-11 | 52.215-13              | SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS                              | OCT/1997    |
| I-12 | 52.215-14              | INTEGRITY OF UNIT PRICES - ALTERNATE I  | OCT/1997    |
| I-13 | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUL/1996    |
| I-14 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/1999    |
| I-15 | 52.219-14              | LIMITATIONS ON SUBCONTRACTING   | DEC/1996    |
| I-16 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-17 | 52.222-26              | EQUAL OPPORTUNITY   | FEB/1999    |
| I-18 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA        | APR/1998    |
| I-19 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                                | JUN/1998    |
| I-20 | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA         | JAN/1999    |
| I-21 | 52.223-2               | CLEAN AIR AND WATER   | APR/1984    |
| I-22 | 52.223-11              | OZONE-DEPLETING SUBSTANCES  | JUN/1996    |
| I-23 | 52.225-10              | DUTY-FREE ENTRY   | APR/1984    |
| I-24 | 52.225-11              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES                                       | AUG/1998    |
| I-25 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT               | AUG/1996    |
| I-26 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | JAN/1991    |
| I-27 | 52.229-5               | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                  | APR/1984    |
| 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 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JAN/1997    |
| I-43 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)                     | SEP/1996    |
| I-44 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-45 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-46 | 252.203-7002           | DISPLAY OF DOD HOTLINE POSTER   | DEC/1991    |

DFARS

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|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-47 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-48 | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | MAR/1998    |
| I-49 | 252.205-7000<br>DFARS  | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| I-50 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995    |
| I-51 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | MAR/1998    |
| I-52 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | MAY/1999    |
| I-53 | 252.225-7031<br>DFARS  | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992    |
| I-54 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-55 | 252.232-7004<br>DFARS  | DOD PROGRESS PAYMENT RATES   | FEB/1996    |
| I-56 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-57 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-58 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-59 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT   | DEC/1991    |
| I-60 | 52.216-18              | ORDERING   | OCT/1995    |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 OCT 1999 through 30 SEP 2004.

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

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

End of Clause

(IF6155)

|      |           |                   |          |
|------|-----------|-------------------|----------|
| I-61 | 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 THE SUM OF THE MINIMUM OF THE LOWEST RANGE FOR BOTH CLINS, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of THE SUM OF THE MAXIMUM OF THE HIGHEST RANGES FOR BOTH CLINS;

(2) Any order for a combination of items in excess of SUM OF THE MAXIMUM RANGES OF BOTH CLINS; or

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

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

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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 WORKING DAYS days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-62                    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 30 SEP 2005.

(End of clause)

(IF6031)

I-63                    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

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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;

(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)

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I-64 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

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

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

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

(End of Clause)

(IF7210)

I-65 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

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

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

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

(End of Clause)

(IF7211)

I-66 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997

## II

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

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

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

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

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

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

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

(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.

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

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

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-67                    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.

(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-68                    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-69                    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.

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(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-70                    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-71                    52.244-6                    SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                    OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

**Name of Offeror or Contractor:**

(IF7253)

I-72 52.248-1 VALUE ENGINEERING (DEVIATION) MAR/1989

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

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''Sharing base,'' as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

''Sharing period,'' as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted. The contracting officer's determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C.601-613.

''Unit,'' as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

''Value engineering change proposal (VECP)'' means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

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(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS  
(figures in percent)

| Contract Type                               | Sharing Arrangement         |  |   |  |
|---|-----------------------------|--|---|--|
|   | Incentive<br>(voluntary)    |  | Program<br>(requirement)<br>(mandatory) |  |
|   | Instant<br>contract<br>rate | Concurrent<br>and future<br>contract<br>rate | Instant<br>contract<br>rate             | Concurrent<br>and future<br>contract<br>rate |
| Fixed-price (other than incentive)          | ***                         | ***  | 25                                      | 25   |
| Incentive (fixed-price or cost)             | *                           | ***  | *                                       | 25   |
| Cost-reimbursement (other than incentive)** | ****                        | ***  | 15                                      | 15   |

\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\*\* Includes cost-plus-award-fee contracts.

\*\*\* A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

\*\*\*\* A rate between 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

**Name of Offeror or Contractor:**

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts--add to contract price.
  - (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
  - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation cost shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a

|                           |  |                      |
|---------------------------|--|----------------------|
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subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

''These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.''

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF7889)

I-73                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

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

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

(End of clause)

(IF7016)

I-74                    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)

**Name of Offeror or Contractor:**

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

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

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

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

(End of Clause)

(IA7009)

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## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>                                | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Attachment 001         | ECP 123-0065/001 (CLIN 0001)                | 11-JUN-99   | 003                    |                       |
| Attachment 002         | ADDRESS CODE DISTR. ECPS/RFDS/RFWS/VECPS    |             | 001                    |                       |
| Attachment 003         | LIST OF ADDRESSES                           |             | 001                    |                       |
| Attachment 004         | DOCUMENT SUMMARY LIST                       |             | 002                    |                       |
| Attachment 005         | GUIDANCE ON DOCUMENTATION OF CDRLS, DD1423  |             | 002                    |                       |
| Attachment 006         | CD ROM TDPL 5-1-2802; 5-1-2701              |             |                        |                       |
| Attachment 007         | SMALL BUSINESS UTILIZATION ADJECTIVAL SCALE |             | 001                    |                       |
| Exhibit A              | CONTRACT DATA REQUIREMENTS LIST, DD1423     | 25-AUG-99   | 003                    |                       |
| Exhibit B              | Reserved on Basic                           |             |                        |                       |

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)

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

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

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

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

(KA7001)

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

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2394.

(2) The small business size standard is 500.

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

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

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

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

(4) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

(c) Definitions. "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--

Name of Offeror or Contractor:

(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.

(5) [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 of ownership, 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)(5)(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.

(End of provision)

(KF6009)

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

(a) The offeror certifies that-

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

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

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or

**Name of Offeror or Contractor:**

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;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-99-R-0197

**MOD/AMD**

**Name of Offeror or Contractor:**

- ( ) 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.

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(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<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
|-------------|-----------------|----------------------------|--------------|

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(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-

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

**CONTINUATION SHEET**

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MOD/AMD

**Name of Offeror or Contractor:**

(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:

Place of Performance (Street

Name and Address of Owner and

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** DAAE20-99-R-0197

**MOD/AMD**

**Name of Offeror or Contractor:**

Address, City, State, County, Zip  
Code)

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

**Name of Offeror or Contractor:**

(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                    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-15                    252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992  
DFARS

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

(KA7500)

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MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | JUN/1998    |
| L-2 | 52.215-1               | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION  | 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 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  | SEP/1990    |

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

(LF6014)

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

The Government contemplates award of a REQUIREMENTS contract resulting from this solicitation.  
(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 CONTRACTING OFFICER, TACOM-RI, ATTN: AMSTA-CM-CREC, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the 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

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MOD/AMD

**Name of Offeror or Contractor:**

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

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, under which identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

DATES \_\_\_\_\_

(LF7009)

L-10 52.215-4510 ELECTRONIC BIDS/OFFERS AUG/1999  
TACOM-RI

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

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aaibids.ria.army.mil/aaibids/Padds\\_web/index.html](http://aaibids.ria.army.mil/aaibids/Padds_web/index.html)>."

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

(End of Provision)



**Name of Offeror or Contractor:**

1A.3 CANCELLATION AND TERMINATIONS: IDENTIFY ANY RECENT CONTRACT, WHICH MAY HAVE BEEN TERMINATED, OR CANCELLED FOR ANY REASON, IN WHOLE OR IN PART. INCLUDE PRIME CONTRACTORS, CONTRACTS UNDER WHICH YOU WERE A SUBCONTRACTOR AND ANY OF YOUR SUBCONTRACTOR'S CONTRACTS. PROVIDE THE INFORMATION REQUESTED IN PARAGRAPH 1A.2 ABOVE FOR ANY OF THESE CONTRACTS. IF THERE WERE NO CANCELLATIONS OR TERMINATIONS, PLEASE STATE THAT.

1A.4 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 EACH OFFEROR TO EXPLAIN ALL THE DATA THEY PROVIDE. WE DO NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE PROBLEMS WE FIND IN PROPOSALS. THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION REMAINS WITH THE OFFEROR. WE MAY ASSESS A "HIGHER RISK" RATING TO A PROPOSAL, OR REJECT A PROPOSAL IF IT DOES NOT CONTAIN THE INFORMATION REQUIRED.

## ELEMENT 1B SMALL BUSINESS PARTICIPATION

1B.a OFFERORS ARE TO IDENTIFY THE EXTENT TO WHICH SMALL BUSINESSES (SBs), HUBZone SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES (SDBs) WOMAN-OWNED SMALL BUSINESSES (WOSBs), HISTORICALLY BLACK COLLEGES/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 SBs, SDB, WOSB, OR HBCU/MI IS TO BE IDENTIFIED, AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS PARTICIPATION.

b. THE OFFEROR IS TO ADDRESS THE FOLLOWING FACTORS IN DETAIL:

(1) 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 OF THE OFFEROR 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.

## 2. PRICE

OFFERORS SHALL SUBMIT UNIT PRICES FOR EACH PRICING PERIOD PER SECTION B OF THE SOLICITATION.

\*\*\* END OF NARRATIVE L001 \*\*\*

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

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**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

(MA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                          | <u>Date</u> |
|-----|------------------------|---------------------------------------|-------------|
| M-1 | 52.216-27              | SINGLE OR MULTIPLE AWARDS             | OCT/1995    |
| M-2 | 52.247-50              | NO EVALUATION OF TRANSPORTATION COSTS | APR/1984    |
| M-3 | 9.306(c) FAR           | FIRST ARTICLE APPROVAL                |             |

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

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

(End of Provision)

(MF7007)

|     |                       |  |          |
|-----|-----------------------|--|----------|
| M-4 | 252.225-7003<br>DFARS | INFORMATION FOR DUTY-FREE ENTRY EVALUATION | MAR/1998 |
|-----|-----------------------|--|----------|

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

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

Yes ( )

No ( )

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

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

Yes ( )

No ( )

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

Yes ( )

No ( )

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

\$\_\_\_\_\_.

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

(End of provision)

(MA7703)

M-5 THE GOVERNMENT WILL UTILIZE THE THE FOLLOWING EVALUATION SHEET FOR CLIN 0001 AND CLIN 0002 FOR EVALUATION PURPOSES ONLY. THE

**CONTINUATION SHEET**

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MOD/AMD

**Name of Offeror or Contractor:**

OFFEROR NEED NOT COMPLETE THE FOLLOWING:

SHEET FOR GOVERNMENT USE ONLY

CLIN 0001

NOUN: M45 HOODS

NSN: 4240-01-441-0553

WITH FIRST ARTICLE

| ORDERING PERIOD | QUANTITY RANGE | UNIT PRICE | X WEIGHT | = WEIGHTED UNIT PRICE | X QUANTITY MULTIPLIER | = WEIGHTED PRICE | = TOTAL WEIGHTED PRICE |
|-----------------|----------------|------------|----------|-----------------------|-----------------------|------------------|------------------------|
| 01              | 3,000-12,000   | \$ _____   | .20      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .80      | \$ _____              | 12,001                | \$ _____         |                        |
| 02              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 03              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 04              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 05              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |

WITHOUT FIRST ARTICLE

| ORDERING PERIOD | QUANTITY RANGE | UNIT PRICE | X WEIGHT | = WEIGHTED UNIT PRICE | X QUANTITY MULTIPLIER | = WEIGHTED PRICE | = TOTAL WEIGHTED PRICE |
|-----------------|----------------|------------|----------|-----------------------|-----------------------|------------------|------------------------|
| 01              | 3,000-12,000   | \$ _____   | .20      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .80      | \$ _____              | 12,001                | \$ _____         |                        |
| 02              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 03              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 04              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |
| 05              | 3,000-12,000   | \$ _____   | .70      | \$ _____              | 3,000                 | \$ _____         | \$ _____               |
|                 | 12,001-25,000  | \$ _____   | .30      | \$ _____              | 12,001                | \$ _____         |                        |

CLIN 0002

NOUN: M40/M42 QDH

NSN: 4240-01-376-3152

WITH FIRST ARTICLE

| ORDERING PERIOD | QUANTITY RANGE | UNIT PRICE | X WEIGHT | = WEIGHTED UNIT PRICE | X QUANTITY MULTIPLIER | = WEIGHTED PRICE | = TOTAL WEIGHTED PRICE |
|-----------------|----------------|------------|----------|-----------------------|-----------------------|------------------|------------------------|
| 01              | 50,000-150,000 | \$ _____   | .20      | \$ _____              | 50,000                | \$ _____         |                        |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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MOD/AMD

**Name of Offeror or Contractor:**

|    |                 |          |     |          |         |          |          |
|----|-----------------|----------|-----|----------|---------|----------|----------|
|    | 150,001-250,000 | \$ _____ | .70 | \$ _____ | 150,000 | \$ _____ |          |
|    | 250,001-360,000 | \$ _____ | .10 | \$ _____ | 251,000 | \$ _____ | \$ _____ |
| 02 | 50,000-150,000  | \$ _____ | .20 | \$ _____ | 50,000  | \$ _____ |          |
|    | 150,001-250,000 | \$ _____ | .60 | \$ _____ | 150,000 | \$ _____ |          |
|    | 250,001-360,000 | \$ _____ | .20 | \$ _____ | 251,000 | \$ _____ | \$ _____ |
| 03 | 50,000-150,000  | \$ _____ | .20 | \$ _____ | 50,000  | \$ _____ |          |
|    | 150,001-250,000 | \$ _____ | .60 | \$ _____ | 150,000 | \$ _____ |          |
|    | 250,001-360,000 | \$ _____ | .20 | \$ _____ | 251,000 | \$ _____ | \$ _____ |
| 04 | 50,000-150,000  | \$ _____ | .60 | \$ _____ | 50,000  | \$ _____ |          |
|    | 150,001-250,000 | \$ _____ | .20 | \$ _____ | 150,000 | \$ _____ |          |
|    | 250,001-360,000 | \$ _____ | .20 | \$ _____ | 251,000 | \$ _____ | \$ _____ |
| 05 | 50,000-150,000  | \$ _____ | .70 | \$ _____ | 50,000  | \$ _____ |          |
|    | 150,001-250,000 | \$ _____ | .20 | \$ _____ | 150,000 | \$ _____ |          |
|    | 250,001-360,000 | \$ _____ | .10 | \$ _____ | 251,000 | \$ _____ | \$ _____ |

WITHOUT FIRST ARTICLE

| ORDERING PERIOD                    | QUANTITY RANGE  | UNIT PRICE | X WEIGHT | = WEIGHTED UNIT PRICE | X QUANTITY MULTIPLIER | = WEIGHTED PRICE | = TOTAL WEIGHTED PRICE |
|------------------------------------|-----------------|------------|----------|-----------------------|-----------------------|------------------|------------------------|
| 01                                 | 50,000-150,000  | \$ _____   | .20      | \$ _____              | 50,000                | \$ _____         |                        |
|                                    | 150,001-250,000 | \$ _____   | .70      | \$ _____              | 150,000               | \$ _____         |                        |
|                                    | 250,001-360,000 | \$ _____   | .10      | \$ _____              | 251,000               | \$ _____         | \$ _____               |
| 02                                 | 50,000-150,000  | \$ _____   | .20      | \$ _____              | 50,000                | \$ _____         |                        |
|                                    | 150,001-250,000 | \$ _____   | .60      | \$ _____              | 150,000               | \$ _____         |                        |
|                                    | 250,001-360,000 | \$ _____   | .20      | \$ _____              | 251,000               | \$ _____         | \$ _____               |
| 03                                 | 50,000-150,000  | \$ _____   | .20      | \$ _____              | 50,000                | \$ _____         |                        |
|                                    | 150,001-250,000 | \$ _____   | .60      | \$ _____              | 150,000               | \$ _____         |                        |
|                                    | 250,001-360,000 | \$ _____   | .20      | \$ _____              | 251,000               | \$ _____         | \$ _____               |
| 04                                 | 50,000-150,000  | \$ _____   | .60      | \$ _____              | 50,000                | \$ _____         |                        |
|                                    | 150,001-250,000 | \$ _____   | .20      | \$ _____              | 150,000               | \$ _____         |                        |
|                                    | 250,001-360,000 | \$ _____   | .20      | \$ _____              | 251,000               | \$ _____         | \$ _____               |
| 05                                 | 50,000-150,000  | \$ _____   | .70      | \$ _____              | 50,000                | \$ _____         |                        |
|                                    | 150,001-250,000 | \$ _____   | .20      | \$ _____              | 150,000               | \$ _____         |                        |
|                                    | 250,001-360,000 | \$ _____   | .10      | \$ _____              | 251,000               | \$ _____         | \$ _____               |
| CLIN 0001 WEIGHTED EVALUATED PRICE |                 |            |          |                       |                       |                  | \$ _____               |
| +                                  |                 |            |          |                       |                       |                  |                        |
| CLIN 0002 WEIGHTED EVALUATED PRICE |                 |            |          |                       |                       |                  | \$ _____               |

\*\*\* END OF NARRATIVE M001 \*\*\*

M-6 EVALUATION OF OFFERS

THE AWARD OF A CONTRACT WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL OFFERS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF TWO FACTORS: (1) PAST PERFORMANCE, AND (2) PRICE. THE PAST PERFORMANCE FACTOR CONTAINS TWO SUBFACTORS: PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION. THE SMALL BUSINESS PARTICIPATION SUBFACTOR WILL BE EVALUATED ALONG WITH THE PAST

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PERFORMANCE FACTOR ON A BEST VALUE BASIS. THE NONPRICE FACTOR IS SLIGHTLY MORE IMPORTANT THAN PRICE. WITHIN THE NONPRICE FACTORS, THE SMALL BUSINESS PARTICIPATION IS LESS IMPORTANT THAN PAST PERFORMANCE. HOWEVER, IF THE NON-PRICED FACTORS OF PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION TEND TO EQUALIZE, PRICE BECOMES MORE SIGNIFICANT. BECAUSE THIS IS A BEST VALUE PROCUREMENT, THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD TO SOMEONE OTHER THAN THE LOW PRICED OFFEROR OR THE HIGHEST TECHNICALLY RATED.

2. ANY PROPOSAL THAT IS UNREALISTICALLY HIGH OR LOW IN PRICE MAY BE DEEMED INDICATIVE OF A FAILURE TO COMPREHEND THE GOVERNMENT'S REQUIREMENTS AND MAY BE REJECTED FOR SUCH A REASON. OFFERORS ARE URGED TO ENSURE THAT THEIR PROPOSALS ARE SUBMITTED ON THE MOST FAVORABLE TERMS IN ORDER TO REFLECT THEIR BEST POSSIBLE POTENTIAL, SINCE LESS THAN THE OPTIMAL INITIAL PROPOSAL COULD RESULT IN THE EXCLUSION OF THE OFFEROR FROM FURTHER CONSIDERATION.

3. AN EVALUATION TEAM HAS BEEN ASSIGNED TO REVIEW THE PROPOSALS AND ASSIST THE SSA IN SELECTING AN OFFEROR.

4. PAST PERFORMANCE. UNDER THIS FACTOR THE GOVERNMENT WILL EVALUATE TWO SUBFACTORS: PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION.

a. PAST PERFORMANCE. THE GOVERNMENT WILL FOCUS ITS PAST PERFORMANCE INQUIRY ON ALL ASPECTS OF CONTRACT PERFORMANCE, INCLUDING TECHNICAL PERFORMANCE, DELIVERY SCHEDULE CONFORMANCE, CONTRACT OVERRUNS, AND THE OFFEROR'S GENERAL HISTORY OF COOPERATIVE BEHAVIOR AND COMMITMENT TOWARD CUSTOMER SATISFACTION ON RELEVANT CONTRACTS AS DEFINED IN SECTION L (WITHIN THE PAST 3 YEARS).

## 4.a.1. PAST PERFORMANCE RATINGS

- A. EXCEPTIONAL - PERFORMANCE MEETS CONTRACTUAL REQUIREMENTS AND EXCEEDS MANY TO THE GOVERNMENT'S BENEFIT. THE CONTRACTUAL PERFORMANCE OF THE ELEMENT OR SUB-FACTOR BEING ASSESSED WAS ACCOMPLISHED WITH FEW MINOR PROBLEMS FOR WHICH CORRECTIVE ACTION TAKEN BY THE CONTRACTOR WAS HIGHLY EFFECTIVE.
- B. VERY GOOD - PERFORMANCE MEETS CONTRACTUAL REQUIREMENTS AND EXCEEDS SOME TO THE GOVERNMENT'S BENEFIT. THE CONTRACTUAL PERFORMANCE OF THE ELEMENT OR SUB-FACTOR BEING ASSESSED WAS ACCOMPLISHED WITH SOME MINOR PROBLEMS FOR WHICH CORRECTIVE ACTIONS TAKEN BY THE CONTRACTOR WERE EFFECTIVE.
- C. SATISFACTORY - PERFORMANCE MEETS CONTRACTUAL REQUIREMENTS. THE CONTRACTUAL PERFORMANCE OF THE ELEMENT OR SUB-FACTOR CONTAINS SOME MINOR PROBLEMS FOR WHICH CORRECTIVE ACTIONS TAKEN BY THE CONTRACTOR APPEAR OR WERE SATISFACTORY.
- D. MARGINAL - PERFORMANCE DOES NOT MEET SOME CONTRACTUAL REQUIREMENTS. THE CONTRACTUAL PERFORMANCE OF THE ELEMENT OR SUB-FACTOR BEING ASSESSED REFLECTS A SERIOUS PROBLEMS FOR WHICH THE CONTRACTOR HAS NOT YET IDENTIFIED CORRECTIVE ACTIONS. THE CONTRACTOR'S PROPOSED ACTIONS APPEAR ONLY MARGINALLY EFFECTIVE OR WERE NOT FULLY IMPLEMENTED.
- E. UNSATISFACTORY - PERFORMANCE DOES NOT MEET MOST CONTRACTUAL REQUIREMENTS AND RECOVERY IS NOT LIKELY IN A TIMELY MANNER. THE CONTRACTUAL PERFORMANCE OF THE ELEMENT OR SUB-FACTOR CONTAINS SERIOUS PROBLEMS FOR WHICH THE CONTRACTOR'S CORRECTIVE ACTION APPEAR OR WERE INEFFECTIVE.

4.a.2. THE GOVERNMENT WILL CONDUCT A PERFORMANCE RISK ASSESSMENT BASED ON THE QUALITY OF THE OFFEROR'S AND SIGNIFICANT SUB-CONTRACTOR'S PAST PERFORMANCE AS IT RELATED TO THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE REQUIRED EFFORT. WHEN ASSESSING PERFORMANCE RISK, THE GOVERNMENT WILL FOCUS ITS INQUIRY ON THE PAST PERFORMANCE, AND ITS PROPOSED SUBCONTRACTORS, OF THE OFFEROR AS IT IS RELATED TO THE SOLICITATION REQUIREMENTS, INCLUDING QUALITY AND CONTRACT SCHEDULES.

4.a.3. A SIGNIFICANT ACHIEVEMENT, PROBLEM, OR LACK OF RELEVANT DATA IN ANY ELEMENT OF THE WORK CAN BECOME AN IMPORTANT CONSIDERATION IN THE SOURCE SELECTION PROCESS. A NEGATIVE FINDING UNDER AN ELEMENT MAY RESULT IN AN OVERALL HIGH PERFORMANCE RISK RATING. THEREFORE, OFFERORS ARE REMINDED TO INCLUDE ALL RELEVANT PAST EFFORTS, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS, IN THEIR PROPOSAL. THE LACK OF MEANINGFUL RELEVANT PAST PERFORMANCE RECORD MAY RESULT IN AN UNKNOWN PERFORMANCE RISK RATING. AS PART OF THIS EFFORT, THE GOVERNMENT MAY USE DATA PROVIDED BY THE OFFEROR AS WELL AS DATA OBTAINED FROM OUTSIDE SOURCES. THE GOVERNMENT MAY NOT NECESSARILY INTERVIEW ALL OF THE SOURCES PROVIDED BY THE OFFEROR. IT IS INCUMBENT UPON THE OFFEROR TO EXPLAIN THE RELEVANCE OF THE DATA PROVIDED. WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE RESTS WITH THE OFFEROR. THIS INFORMATION WILL THEN BE ASSESSED ALONG WITH THE OFFERORS PROPOSAL TO DETERMINE THE PERFORMANCE RISK.

4.a.4. PERFORMANCE RISKS ARE THOSE RISKS ASSOCIATED WITH AN OFFEROR'S LIKELIHOOD OF SUCCESS IN PERFORMING THE SOLICITATION'S REQUIREMENTS INDICATED BY THAT OFFEROR'S RECORD OF PAST PERFORMANCE. PERFORMANCE RISK WILL BE ADJECTIVELY/NARRATIVELY ASSESSED WITH A RISK RATING APPLIED TO EACH OFFEROR AS FOLLOWS:

- A. VERY LOW RISK - ESSENTIALLY NO DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD.
- B. LOW RISK - LITTLE DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED

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EFFORT.

- C. MODERATE RISK - SOME DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- D. HIGH RISK - SUBSTANTIAL DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- E. VERY HIGH RISK - EXTREMELY DOUBTFUL THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT, BASED ON THEIR PERFORMANCE RECORD.
- F. UNKNOWN RISK - NO MEANINGFUL RELEVANT RECORD OF PAST PERFORMANCE EXISTS.

b. SMALL BUSINESS PARTICIPATION

1. THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH OFFERORS IDENTIFY, AND COMMIT TO UTILIZING, SBs, HUBZone SBs, SDSs, 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.
2. THE EVALUATION WILL INCLUDE THE FOLLOWING:
- (a) THE EXTENT TO WHICH THE PROPOSAL SPECIFICALLY IDENTIFIES SBs, HUBZone SBs, SDSs, WOSBs, AND HBCU/MIs AND THE ESTIMATED DOLLAR VALUE OF THEIR PARTICIPATION, INCLUDING THE PARTICIPATION OF THE OFFEROR, IF IT IS A SB, HUBZone SB, SDS, WOSB, OR AN HBCU/MI;
- (b) THE COMPLEXITY OF THE ITEMS/SERVICES TO BE FURNISHED BY SBs, HUBZone SBs, SDSs, WOSBs, AND HBCU/MIs;
- (c) THE EXTENT OF PARTICIPATION OF SUCH CONCERNS IN TERMS OF THE VALUE OF THE TOTAL CONTRACT AMOUNT;
- (d) AN ASSESSMENT OF THE RISK, BASED UPON PAST PERFORMANCE, OF THE OFFEROR ACTUALLY ACHIEVING THE INVOLVEMENT OF SMALL BUSINESSES CONCERNS AS PROPOSED. SUCH ASSESSMENT WILL INCLUDE:
- (1) FOR ALL OFFERS, 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.

5. PRICE. THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED FOR EACH CLIN FOR ALL PRICING PERIODS.

A. FOR PURPOSES OF EVALUATING CLINs 0001 AND 0002, THE PROPOSED UNIT PRICES FOR EACH QUANTITY ORDER RANGE WILL BE MULTIPLIED BY THE WEIGHT AND THE MINIMUM ORDER QUANTITY OF THE RANGE TO DETERMINE A WEIGHTED PRICE. THE EVALUATED PRICE FOR EACH PRICING PERIOD WILL BE THE SUM OF THE WEIGHTED PRICES FOR ALL QUANTITY ORDER RANGES. THE EVALUATED CLIN PRICE IS THE SUM OF THE WEIGHTED PRICES FOR ALL PRICING PERIODS.

B. EACH CLIN WILL BE EVALUATED SEPARATELY. A TOTAL EVALUATED PRICE WILL BE DETERMINED BY ADDING THE "WITH FIRST ARTICLE TEST (FAT)" PRICES FOR ALL PRICING PERIODS. THE SAME WILL BE DONE FOR THE "WITHOUT FAT" PRICES FOR ALL PRICING PERIODS. IF FAT CAN BE WAIVED FOR ONE OFFEROR, BUT NOT FOR ANOTHER, A COMPARISON WILL BE MADE BETWEEN THE "WITH FAT" EVALUATED PRICE AGAINST THE "WITHOUT FAT" EVALUATED PRICE.

IF AN OFFEROR FAILS TO PROPOSE FOR ALL PRICING PERIODS, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS IF, AFTER CONSIDERING THE ADDITIONAL ADMINISTRATIVE COSTS, IT IS IN THE GOVERNMENT'S BEST INTEREST TO DO SO.

\*\*\* END OF NARRATIVE M002 \*\*\*