

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 49
2. Contract No.	3. Solicitation No. DAAE20-00-R-0015	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2000JAN06	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2000FEB07 (Date).

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

10. For Information Call:	Name MISSY WITT E-mail address: WITTM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-3743
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

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

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

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Name of Offeror or Contractor:

CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

A-6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

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

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

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

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

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

(End of clause)

(AS7004)

A-7 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

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

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Name of Offeror or Contractor:

P/N: 5-19-6868 AND PD-EA-F-1326

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

ORDERING PERIOD (OP) 1: AWARD DATE - 31 DECEMBER 2000

ORDERING PERIOD (OP) 2: 01 JANUARY 2001 - 31 DECEMBER 2001 - OPTION 1

ORDERING PERIOD (OP) 3: 01 JANUARY 2002 - 31 DECEMBER 2002 - OPTION 2

ORDERING PERIOD (OP) 4: 01 JANUARY 2003 - 31 DECEMBER 2003 - OPTION 3

ORDERING PERIOD (OP) 5: 01 JANUARY 2004 - 31 DECEMBER 2004 - OPTION 4

3. THE MINIMUM AND MAXIMUM QUANTITIES, AS SHOWN BELOW, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS.

4. AN AWARD UNDER THIS SOLICITATION WILL OBLIGATE THE GOVERNMENT FOR THE GUARANTEED MINIMUM QUANTITY ONLY. EACH DELIVERY ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. THE BEST ESTIMATED ORDERING QUANTITIES, AND MINIMUM AND MAXIMUM ORDERING QUANTITIES ARE SET FORTH BELOW: THESE QUANTITIES REFLECT THE GOVERNMENT'S BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS WHICH MAY BE ORDERED UNDER THIS SOLICITATION, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

CLIN: 0001 - M48A1 FILTER P/N: 5-19-7435

<u>OP</u>	<u>BEST ESTIMATE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	1925	100	2500
2	1840	100	2500
3	1831	100	2500
4	1829	100	2500
5	1852	100	2500

CLIN: 0002 - 200 CFM FILTER, MIL-PRF-51527A

<u>OP</u>	<u>BEST ESTIMATE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	6252	400	7000
2	6485	1500	7000
3	2373	1500	7000
4	2768	1500	7000
5	2374	1500	7000

CLIN: 0003 - HSFC P/N: 5-19-6868, AND MIL-PRF-51527A

<u>OP</u>	<u>BEST ESTIMATE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	412	1	450
2	50	1	450
3	30	1	450
4	0	1	450
5	0	1	450

6. THE OFFEROR SHALL SUBMIT PRICES ON ATTACHMENT 001 - PRICE AND EVALUATION SPREADSHEET.

7. ALL OFFERORS ARE REQUIRED TO SUBMIT PRICES FOR FIRST ARTICLE(S), ALTHOUGH FIRST ARTICLE(S) MAY BE WAIVED FOR PREVIOUS PRODUCERS OF THESE ITEMS. WAIVER IS SOLELY AT THE DISCRETION OF THE GOVERNMENT, BASED ON EVALUATION OF PAST PERFORMANCE AND HISTORICAL QUALITY FACTORS.

8. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES FOR ALL CLINS SHALL

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COMMENCE NOT LATER THAN 150 DAYS AFTER RECEIPT OF ORDER FOR WITHOUT FIRST ARTICLE AND 270 DAYS AFTER RECEIPT OF ORDER WITH FIRST ARTICLE. CONTRACTOR AND GOVERNMENT FIRST ARTICLE ARE DUE 120 DAYS AFTER RECEIPT OF ORDER, IF AWARD IS MADE WITH FIRST ARTICLE REQUIREMENTS.

9. PRICES SHALL BE SUBMITTED ON A FOB ORIGIN BASIS.

10. INSPECTION/ACCEPTANCE FOR FIRST ARTICLE WILL BE ORIGIN/DESTINATION, INSPECTION/ACCEPTANCE FOR PRODUCTION WILL BE ORIGIN/ORIGIN.

11. THIS SOLICITATION IS ISSUED UNDER COMPETITIVE NEGOTIATION PROCEDURES AS A 100 PERCENT SMALL BUSINESS SET-ASIDE. SEE CLAUSE H-2, "RESTRICTION OF CRITICAL ITEMS AND COMPONENTS CLAUSE" FOR RESTRICTION ON CARBON.

12. ALSO NOTE THIS SOLICITATION DOES CONTAIN A SECTION B, SUPPLIES AND PRICES/COSTS, BUT NOT FOR PRICING PURPOSES. AFTER CONTRACT AWARD, EACH DELIVERY ORDER ISSUED AGAINST THE RESULTANT CONTRACT SHALL CONTAIN A SECTION B BASED ON THE PRICE AND EVALUATION SPREAD SHEET AT ATTACHMENT 001.

13. IN AN EFFORT TO MOST EFFECTIVELY ACCOMPLISH THIS CONTRACT, THE GOVERNMENT PROPOSES TO PARTICIPATE IN A CONCEPT CALLED "PARTNERING" WITH THE CONTRACTOR(S) AND HIS SUBCONTRACTORS. THIS COOPERATIVE WOULD STRIVE TO DRAW ON THE STRENGTHS OF EACH ORGANIZATION IN AN EFFORT TO ACHIEVE A QUALITY PRODUCT THE FIRST TIME AND ON SCHEDULE. THIS EFFORT WOULD BE TOTALLY VOLUNTARY. ACCORDINGLY, THE CONTRACTOR(S) SHALL NOT INCLUDE COSTS ASSOCIATED WITH THIS PARTNERING EFFORT AS PART OF THIS SOLICITATION. THIS PROGRAM, IF ADOPTED, WILL BE INCORPORATED AFTER AWARD.

*** END OF NARRATIVE A001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>M48A1 GAS PARTICULATE FILTER</u> SECURITY CLASS: Unclassified PRON: S60ZT355SB NSN: 4240-01-363-1311 P/N: 5-19-7435 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0002	<u>Supplies or Services and Prices/Costs</u> <u>200 CFM GAS-PARTICULTE FILTER SET</u> SECURITY CLASS: Unclassified PRON: S60ZK356SB NSN: 4240-01-369-6533 P/N: 5-19-6722,MIL-PDF-51527A INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0003	<u>Supplies or Services and Prices/Costs</u> <u>HERMETICALLY SEALED FILTER CANISTER (HSFC)</u> SECURITY CLASS: Unclassified PRON: S60ZK357SB NSN: 4240-01-366-6243 P/N: 5-19-6868 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				

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

In accordance with paragraph (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 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 - SEE ATTACHMENT 002

CLIN 0002 - THE 200 CFM GAS & PARTICULATE FILTER SET IS TO BE MANUFACTURED PER THE REQUIREMENTS OF THE "TYPE II" FILTER IN THE PERFORMANCE SPECIFICATION MIL-PDF-51527. THE TDP 5-19-6772 AND CORRESPONDING SECTION C (ATTACHMENT 003) EXCEPTIONS ARE PROVIDED FOR REFERENCE ONLY. THIS REFERENCED TDP HAS BEEN USED SUCCESSFULLY IN THE PAST TO PRODUCE 200 CFM GAS AND PARTICULATE FILTER SETS. EVEN WITH THIS DETAILED DESIGN, BIDDERS ARE ADVISED THAT MEETING AIRFLOW RESISTANCE AND GAS LIFE REQUIREMENTS DEPEND ON PROCESS CONTROL RATHER THAN SIMPLY BUILDING TO PRINT. CHARCOAL BEDS MUST BE UNIFORM IN DENSITY AND PARTICLE SIZE DISTRIBUTION AS POSSIBLE AND AS DENSE AS POSSIBLE WITHOUT EXCEEDING AIRFLOW RESISTANCE LIMITS TO WITHSTAND ROUGH HANDLING AND MEET GAS LIFE REQUIREMENTS. THE PACKAGING OF THE 200 CFM GAS & PARTICULATE FILTER SET (TYPE II) MUST MEET THE REQUIREMENTS OF THE SPECIAL PACKAGING INSTRUCTIONS OF P5-19-6722. SEE ATTACHMENT 003.

CLIN 0003 - THE HERMETICALLY SEALED FILTER CANISTER (HSFC) IS TO BE MANUFACTURED PER THE TDP 5-19-6868 AND CORRESPONDING SECTION C (ATTACHMENT 004) EXCEPTIONS WITH THE FOLLOWING MODIFICATIONS. THE GAS AND PARTICULATE FILTERS PER DRAWINGS 5-19-6368-10 & 5-19-6262, RESPECTFULLY, ARE TO BE PRODUCED IN ACCORDANCE WITH THE REQUIREMENTS OF THE "TYPE II" FILTER IN THE PERFORMANCE SPECIFICATION MIL-PDF-51527A. CANISTER TESTING SHALL BE IN ACCORDANCE WITH PD-EA-1326A WITH OUTSTANDING AMENDMENT 2. CARBON TESTING SHALL BE IN ACCORDANCE WITH MIL-PDF-51527A. THE TECH DATA REFERENCED IN THE TDP AND CORRESPONDING SECTION C EXCEPTIONS FOR DRAWING 5-19-6368-10 & 5-19-6262 ARE PROVIDED FOR REFERENCE ONLY. THIS REFERENCED TECH DATA HAS BEEN USED SUCCESSFULLY IN THE PAST TO PRODUCE THE HERMETICALLY SEALED FILTER CANISTER (HSFC). EVEN WITH THIS DETAILED DESIGN, BIDDERS ARE ADVISED THAT MEETING AIRFLOW RESISTANCE AND GAS LIFE REQUIREMENTS DEPEND ON PROCESS CONTROL RATHER THAN SIMPLY BUILDING TO PRINT. CHARCOAL BEDS MUST BE UNIFORM IN DENSITY AND PARTICLE SIZE DISTRIBUTION AS POSSIBLE AND AS DENSE AS POSSIBLE WITHOUT EXCEEDING AIRFLOW RESISTANCE LIMITS TO WITHSTAND ROUGH HANDLING AND MEET GAS LIFE REQUIREMENTS. THE PACKAGING OF THE HERMETICALLY SEALED FILTER CANISTER (HSFC) MUST MEET THE REQUIREMENTS OF THE SPECIAL PACKAGING INSTRUCTIONS OF P5-19-6868. SEE ATTACHMENT 004.

CLIN 0001 - 0002, SHELF-LIFE MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH MIL-STD-129. SHELF LIFE CODE IS (9) WHICH MEANS 60 MONTHS. THE MARKING SHALL REFLECT THE ASSEMBLED DATE (MONTH/YEAR) OF THE ITEM AND INSPECTION/TEST DATE (MONTH/YEAR). THE INSPECTION DATE SHALL REFLECT A DATE 5 YEARS IN FUTURE FROM ASSEMBLED DATE.

(CS6100)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4501 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 CLIN 0001/P5-19-7435, Revision A dated 25 Jan 93, CLIN 0002/P5-19-6722, Revision A dated 29 Jun 95, CLIN 0003/5-19-6868 dated 24 Feb 92. For all CLINs/Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 OCT 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 MAY 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

APPLICABLE TO CLINS 0001 AND 0002: SHELF-LIFE MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH MIL-STD-129. SHELF LIFE CODE IS (9) WHICH MEANS 60 MONTHS. THE MARKING SHALL REFLECT THE ASSEMBLED DATE (MONTH/YEAR) OF THE ITEM AND INSPECTION/TEST DATE (MONTH/YEAR). THE INSPECTION DATE SHALL REFLECT A DATE 5 YEARS IN FUTURE FROM ASSEMBLED DATE.

(End of clause)

(DS6400)

D-2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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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	52.209-4511 TACOM-RI	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

a. The first article shall consist of:

CLIN 0001: 8 EA FILTER, GAS PARTICULATE M48A1 AND 4 EA CARBON SAMPLES (500 ML minimum) IAW THE CONTRACT AND EA-F-1284C
 CLIN 0002: 8 EA FILTER SET, GAS PARTICULATE NBC 200 CFM AND 3 EA CARBON SAMPLES (300 grams minimum) IAW THE CONTRACT AND MIL-PRF-51527A
 CLIN 0003: 8 EA FILTER CANISTER, HERMETICALLY SEALED AND 3 EA CARBON SAMPLES (300 grams minimum) IAW THE CONTRACT AND MIL-PRF-51527A

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

b. The first article shall be delivered to: CBDCOM, EDGEWOOD RESEARCH DEVELOPMENT & ENGINEERING CENTER, ATTN: SCRBD-EMN-N BLDG E-5165/JERRY FORD, EDGEWOOD AREA, ABERDEEN PROVING GROUND, MD 21010-5423. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures 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.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: N/A. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection 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. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. 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 the place of performance, manufacturing process, material used, drawing, specification or source 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 an 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.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government

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the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-4 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING)
TACOM-RI

MAY/1994

a. The first article shall consist of:

CLIN 0001: 20 EA FILTER, GAS PARTICULATE M48A1, COMPONENTS AND PACKAGING
CLIN 0002: 20 EA FILTER, GAS PARTICULATE, NBC 200 CFM, COMPONENTS AND PACKAGING
CLIN 0003: 20 EA FILTER CANISTER, HERMETICALLY SEALED FILTER COMPONENTS AND PACKAGING

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

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

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

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

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

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

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

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

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

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
CBDCOM, EDGEWOOD RESEARCH DEVELOPMENT & ENGINEERING CENTER, ATTN: SCRBD-EMN-N BLDG E-5165/JERRY FORD, EDGEWOOD AREA, ABERDEEN PROVING GROUND, MD 21010-5423.

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

Name of Offeror or Contractor:

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 52.246-4530 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) DEC/1997
TACOM-RI

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of:

CLIN 0001: 4 EA SAMPLES OF CARBON (500 ML MINIMUM) IAW PARA 4.3.3.2 EA-F-1284C
Sampling: Inspection Level and Sample Size for the M48A1 Gas Particulate Filter for Government Test will be selected
IAW Table I, LEVEL XI, EA-F-1284C.

CLIN 0002: 8 EA SAMPLES OF CARBON (100 GRAMS MINIMUM PER SAMPLE) IAW PARA 4.3.3.1.2 MIL-PRF-51527A
Sampling: Inspection Level and Sample Sizes for the Gas Particulate Filter Sets for Government Test will be selected
IAW Table II, Level XI, MIL-PRF-51527A.

CLIN 0003: 8 EA SAMPLES OF CARBON (100 GRAMS MINIMUM PER SAMPLE) IAW PARA 4.3.3.1.2 MIL-PRF-51527A
Sampling: Inspection Level and Sample Sizes for the Filters for Government Test will be selected IAW Table II, Level XI, MIL-PRF-51527A.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to CBDCOM, EDGEWOOD RESEARCH DEVELOPMENT & ENGINEERING CENTER, ATTN: SCRBD-EMN-N BLDG E-5165/JERRY FORD, EDGEWOOD AREA, ABERDEEN PROVING GROUND, MD 21010-5423.

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination CBDCOM, EDGEWOOD RESEARCH DEVELOPMENT & ENGINEERING CENTER, ATTN: SCRBD-EMN-N BLDG E-5165/JERRY FORD, EDGEWOOD AREA, ABERDEEN PROVING GROUND, MD 21010-5423.

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with TEST REQUIREMENTS ABOVE. FURNISH A COPY OF 1222, REPORT OF TEST TO: DEPARTMENT OF THE ARMY, SOLDIER AND BIOLOGICAL CHEMICAL COMMAND, AMSSB-RSO-CPT(R1), ROCK ISLAND, IL 61299-7630.

(g) Within 30 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test

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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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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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:

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

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

(HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1	52.204-4501 TACOM-RI	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE DEC/1999
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(a) Within NONE AT THIS TIME 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 N/A 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 N/A calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within N/A 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)

(HS6507)

H-2	52.225-4503 TACOM-RI	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS CLAUSE AUG/1988
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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.

Name of Offeror or Contractor:

ASZM-TEDA CARBON EA-C-1704A

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

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-3 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
DFARS

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

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

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

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

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

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

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

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

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

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

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

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

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

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

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

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

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been

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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

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, RESCISSION, 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	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-11	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-13	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-16	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-19	52.223-2	CLEAN AIR AND WATER	APR/1984
I-20	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-21	52.225-10	DUTY-FREE ENTRY	APR/1984
I-22	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-23	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	AUG/1987
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-32	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-33	52.232-25	PROMPT PAYMENT	JUN/1997
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-35	52.233-1	DISPUTES	JAN/1999
I-36	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING (MAR 89) (DEVIATION)	MAR/1989
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-48	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
I-49	DFARS 252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-50	DFARS 252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	DFARS 252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-52	DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-53	DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-54	DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-55	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-56	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
I-57	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-58	DFARS 252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-59	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-60	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-61	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-62	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 31 DEC 2000.

(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-63	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 each for CLIN 0001, 400 each for CLIN 0002 and 1 each for CLIN 0003, 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 2500 each for CLIN 0001, 7000 each for CLIN 0002, and 450 each for CLIN 0003.

(2) Any order for a combination of items in excess of 2500 each for CLIN 0001, 7000 each for CLIN 0002 and 450 for CLIN 0003 or

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

Name of Offeror or Contractor:

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 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-64 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 29 MAY 2005.

(End of clause)

(IF6036)

I-65 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT NOV/1999

(a) The Government may extend the term of this contract with four one-year options by written notice to the Contractor within 30 calendar days prior to the last day of the preceding ordering period which will allow the government to procure additional quantities within the following ordering period.

(b) If the Government exercises these options, the extended contract shall be considered to include these option provisions.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 Dec 2004.

(End of Clause)

(IF6071)

I-66 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.

Name of Offeror or Contractor:

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

(c) Commercial item means--

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

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

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

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

(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.

Name of Offeror or Contractor:

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

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

(End of Clause)

(IF7252)

I-67 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-68 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;

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-69 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-70 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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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-71 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

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

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

(End of clause)

(IF7114)

I-72 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-73 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.

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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	PRICE AND EVALUATION SPREADSHEET		001	ELECTRONIC IMAGE
Attachment 002	SECTION C - CLIN 0001	25-OCT-95	026	MAIL
Attachment 003	SECTION C - CLIN 0002	28-FEB-95	041	MAIL
Attachment 004	SECTION C - CLIN 0003	26-MAR-99	083	MAIL
Attachment 005	EXPORT CONTROL WARNING		001	ELECTRONIC IMAGE
Attachment 006	DOCUMENT SUMMARY LIST		002	ELECTRONIC IMAGE
Attachment 007	LIST OF ADDRESSES		001	ELECTRONIC IMAGE
Attachment 008	ADDRESS CODE DISTRIBUTION		001	ELECTRONIC IMAGE
Attachment 009	PERFORMANCE SPECIFICATION MIL-PRF-51526A(EA)	04-OCT-99	019	ELECTRONIC IMAGE
Attachment 010	PERFORMANCE SPECIFICATION MIL-PRF-51527A(EA)	04-OCT-99	022	ELECTRONIC IMAGE
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423	30-MAR-99	003	ELECTRONIC IMAGE

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

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

(KA7001)

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

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3564.

(2) The small business size standard is 500.

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

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

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

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

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

- (i) it
 ___ is
 ___ is not

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

- (ii) it
 ___ is
 ___ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Name of Offeror or Contractor:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

_____ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-6

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that-

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(End of Provision)

(KF7005)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

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

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

OFFEROR RECOMMENDATIONS

Table with 4 columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL. Includes horizontal lines for data entry.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

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Name of Offeror or Contractor:

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, MAR/1996
AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are ()
are not ()

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

(B) Have ()
have not (),

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

(C) Are ()
are not ()

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having 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-9 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

() intends,
() does not intend

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MOD/AMD

Name of Offeror or Contractor:

(check applicable block)

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of provision)

(KF7023)

K-10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

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Name of Offeror or Contractor:

K-12 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;

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

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

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

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

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

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

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

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

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

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

(End of Provision)

(KF7065)

K-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).

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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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	DEC/1999
L-2	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-3	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of ONE OR MORE, FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-4	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CONTRACTING OFFICER, TACOM-RI, 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-5	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(End of Provision)

(LF7015)

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MOD/AMD

Name of Offeror or Contractor:

L-6 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-7 52.215-4502 PARTNERING PROCESS
TACOM-RI

APR/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

L-8 52.215-4510 ELECTRONIC BIDS/OFFERS
TACOM-RI

AUG/1999

Name of Offeror or Contractor:

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>."

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)

(LS7011)

L-9 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

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

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

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

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

L-10 52.246-4051 OFFEROR'S QUALITY ASSURANCE SYSTEM - ALTERNATE II FEB/1997
TACOM-RI

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM-RI to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

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Name of Offeror or Contractor:

(1) If you indicate in Section E of this solicitation that your quality system conforms to ISO 9001 or ISO 9002, or QS 9000, or ANSI/ASQ Q9001 or ANSI/ASQ Q9002 this is sufficient description: you need not further describe your quality system in your response to the solicitation.

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

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

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

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

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

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

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

(End of Provision)

(LS7445)

PROPOSALS SHALL BE SUBMITTED IN ACCORDANCE WITH THIS SECTION. TO AVOID UNNECESSARY EXPENSE TO BOTH THE GOVERNMENT AND THE OFFEROR, OFFERORS ARE ADVISED TO THOROUGHLY REVIEW SECTION M PRIOR TO SUBMITTING A PROPOSAL. OFFERORS PROPOSALS SHALL BE LIMITED TO A TOTAL OF 20 PAGES FOR THE TECHNICAL SECTION, 10 PAGES EACH FOR THE QUALITY AND PAST PERFORMANCE SECTIONS AND 3 PAGES FOR SMALL BUSINESS PARTICIPATION.

1. TECHNICAL:

A. CARBON FILL/MANUFACTURING PROCESS. THE OFFEROR SHALL DESCRIBE ITS CARBON FILL EQUIPMENT AND DESIGN AS IT PERTAINS TO ACHIEVING A QUALITY CARBON BED IN THE FILTER. THE OFFEROR SHALL IDENTIFY KEY PARAMETERS THAT WILL BE CONTROLLED TO OBTAIN A QUALITY BED OF CARBON, ONE THAT IS ABLE TO WITHSTAND ROUGH HANDLING AND MEET OR EXCEED MINIMUM GAS LIFE REQUIREMENTS WITHOUT EXCEEDING AIRFLOW RESISTANCE REQUIREMENTS CITED IN THE PERFORMANCE SPECIFICATION OR TECHNICAL DATA PACKAGE (TDP). THE OFFEROR MUST PROVIDE SUFFICIENT DETAILS TO ALLOW THE GOVERNMENT TO DETERMINE HOW THE EQUIPMENT OR MANUFACTURING PROCESS WILL ASSURE THAT THESE KEY FACTORS ARE MET OR EXCEEDED.

B. MANUFACTURING CAPABILITY: THE OFFEROR SHALL DESCRIBE ITS MANUFACTURING CAPABILITY AND CAPACITY TO SIMULTANEOUSLY PRODUCE THE M48A1, 200 CFM AND HSFC FILTERS. DESCRIBE THE MAXIMUM SIMULTANEOUS MONTHLY PRODUCTION RATES FOR EACH FILTER.

2. PAST PERFORMANCE:

A. THE OFFEROR SHALL DESCRIBE ITS PAST PERFORMANCE AS IT RELATES TO THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE REQUIRED EFFORT. THE OFFEROR SHALL FOCUS ITS DESCRIPTION ON THE EXTENT TO WHICH IT HAS MET QUALITY AND PERFORMANCE/DELIVERY OBJECTIVES (WITHIN THE LAST THREE YEARS) ON RELEVANT CONTRACTS FOR FILTERS WITH CARBON FILLING OVER \$100,000. A SIGNIFICANT ACHIEVEMENT, PROBLEM, OR LACK OF RELEVANT DATA IN ANY ELEMENT OF THE WORK CAN BECOME AN IMPORTANT CONSIDERATION IN THE SELECTION PROCESS. THEREFORE, OFFERORS ARE REMINDED TO INCLUDE ALL RELEVANT PAST EFFORTS, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS, IN

Name of Offeror or Contractor:

THEIR PROPOSAL. OFFERORS ARE REMINDED THAT WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION RESTS WITH THE OFFEROR.

B. AT A MINIMUM, THE DESCRIPTION FOR EACH CONTRACT SHALL INCLUDE THE FOLLOWING INFORMATION:

- 1) COMMERCIAL OR DEPARTMENT OF DEFENSE CONTRACT NUMBER. USE PROCUREMENT INSTRUMENT IDENTIFICATION NUMBER (i.e., DAAE20-96-C-9999).
- 2) AWARD DATE. USE THE DATE THE AWARD DOCUMENT WAS SIGNED BY THE CONTRACTING OFFICER IN MONTH/DAY/YEAR FORMAT. INCLUDE THE DATE OF THE LAST DELIVERY.
- 3) THE COMMERCIAL/GOVERNMENT ENTITY (CAGE) CODE USED FOR EACH CONTRACT. USE THE FIVE DIGIT CAGE CODE AS DEFINED IN DEPARTMENT OF DEFENSE FEDERAL ACQUISITION SUPPLEMENT (204.670-1).
- 4) PLACE OF PERFORMANCE. PROVIDE THE ADDRESSES WHERE THE MAJORITY OF THE CONTRACT PERFORMANCE TOOK/OR WILL TAKE PLACE. INCLUDE THE ADDRESSES OF SUBCONTRACTORS AND CAGE CODES IF DIFFERENT THAN PARAGRAPH 3 ABOVE.
- 5) ORIGINAL CONTRACT VALUE.
- 6) CURRENT CONTRACT VALUE.
- 7) DELIVERIES. INCLUDE THE ORIGINAL AND ALL REVISED DELIVERY SCHEDULES, TO INCLUDE FIRST ARTICLE, IF REQUIRED. INCLUDE ACTUAL DELIVERY DATES, AND EXPLAIN ANY DISCREPANCY BETWEEN THE ORIGINAL DELIVERY SCHEDULE AND ACTUAL DELIVERIES.
- 8) LISTING OF QUALITY DEFICIENCY REPORTS (QDR'S) (STANDARD FORM 368), CORRECTIVE ACTION REQUESTS (CAR), REQUESTS FOR WAIVER (RFW) AND REQUEST FOR DEVIATION (RFD) AGAINST THESE LISTED CONTRACTS TO INCLUDE A BRIEF SUMMARY OF THE CONTENTS, CURRENT STATUS OF EACH, VALIDITY, IMPACT ON ITEM PERFORMANCE AND CORRECTIVE ACTIONS TO PRECLUDE RECURRENCE.
- 9) IF GOVERNMENT LOT ACCEPTANCE TESTING IS REQUIRED, PROVIDE TEST RESULTS FOR FAILED LOTS AGAINST THE LISTED CONTRACTS TO INCLUDE A BRIEF SUMMARY OF THE TEST RESULTS, CURRENT STATUS OF EACH, VALIDITY, AND CORRECTIVE ACTIONS TO PREVENT RECURRENCE.
- 10) REQUIREMENT. PROVIDE A SHORT NARRATIVE DESCRIPTION OF THE ITEM(S) ON THIS CONTRACT. IF APPLICABLE, PROVIDE THE NATIONAL STOCK NUMBERS (NSNs).
- 11) POINTS OF CONTACT. PROVIDE NAMES, ADDRESSES AND PHONE NUMBERS FOR EACH CONTRACT FOR THE FOLLOWING: CONTRACTING OFFICER, ADMINISTRATIVE CONTRACTING OFFICER, CONTRACT ADMINISTRATOR, QUALITY ASSURANCE REPRESENTATIVE.
- 12) NARRATIVE. PROVIDE A NARRATIVE FOR EACH SIMILAR ITEM CONTRACT CITED, EXPLAINING THE SIMILARITIES OF THAT CONTRACT'S PRODUCTION REQUIREMENTS WITH THE PRODUCTION REQUIREMENTS OF THIS SOLICITATION.

C. TERMINATIONS. THE OFFEROR SHALL PROVIDE THE ABOVE LISTED INFORMATION FOR "ANY AND ALL" CONTRACTS THAT HAVE BEEN TERMINATED IN WHOLE OR IN PART, FOR "ANY REASON" (i.e., TERMINATION FOR DEFAULT, TERMINATION FOR CONVENIENCE, MUTUAL TERMINATION) DURING THE PAST "THREE YEARS", TO INCLUDE THOSE CURRENTLY IN THE PROCESS OF SUCH TERMINATION, AS WELL AS THOSE WHICH ARE "NOT" SIMILAR TO THE PROPOSED EFFORT. ADDITIONALLY, PROVIDE INFORMATION ON ANY SHOW CAUSE OR CURE NOTICES ISSUED DURING THE LAST THREE YEARS.

3. QUALITY.

A. QUALITY PROGRAM: THE OFFEROR SHALL DESCRIBE ITS QUALITY PROGRAM AND IDENTIFY WHETHER IS IT EQUIVALENT TO ISO 9001, 9002, ISO 14000, MIL-I-45208A, MIL-Q-9858A, QS9000 OR CP2. INCLUDE DATES OF ANY APPROVALS OR CERTIFICATIONS TO THESE PROGRAMS AND WHO CERTIFIED THEM. STATE WHETHER THE SAME OR SIMILAR ITEMS WERE PRODUCED UNDER ONE OF THESE PROGRAMS.

B. PROCESS CONTROL SYSTEM: THE OFFEROR SHALL DESCRIBE THEIR PROCESS CONTROL SYSTEM AND IDENTIFY HOW IT ASSURES THAT PARTS AND MATERIAL ARE CONFORMING THROUGH ALL PHASES OF ACCEPTANCE AND PRODUCTION, TO INCLUDE ANY FLOW DOWN REQUIREMENTS TO VENDORS. IDENTIFY HOW THE SYSTEM DETECTS NON-CONFORMING MATERIAL. DESCRIBE WHAT PROCESSES ARE MONITORED AND HOW VARIATIONS IN THE PROCESS ARE MONITORED. PROVIDE INFORMATION ON HOW THE INFORMATION AND DATA GENERATED IS USED.

4. SMALL BUSINESS PARTICIPATION.

A. OFFERORS ARE TO IDENTIFY THE EXTENT TO WHICH SMALL BUSINESSES (SBs), HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESSES (SDBs), WOMAN-OWNED SMALL BUSINESSES (WSOBs), 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 SB, SDB, WOSB, OR HBCU/MI IS TO BE IDENTIFIED, AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS PARTICIPATION.

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Name of Offeror or Contractor:

B. THE OFFEROR IS TO ADDRESS THE FOLLOWING FACTORS IN DETAIL.

ALL OFFERORS ARE TO PROVIDE:

(A) THE NAMES OF SBs, HUBZONE SBs, SDBs, WOSBs, HBCU/MIs WHO WOULD LIKE TO 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 OFFERORS PERFORMANCE, OVER THE PAST THREE CALENDAR YEARS, IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, INCLUDING DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SMALL BUSINESS UTILIZATION AND THE INTERNAL METHODS USED TO MONITOR SUCH UTILIZATION.

5. PRICE.

A. ALL OFFERORS ARE CAUTIONED TO SUBMIT FIRM FIXED UNIT PRICES FOR ALL ORDERING PERIODS AND QUANTITY RANGES FOR CLIN 0001, 0002 AND 0003 ON THE PRICE AND EVALUATION SPREADSHEET (ATTACHMENT 001). FOR ORDERING PERIOD 1 FOR ALL CLINS THE OFFEROR WILL ENTER UNIT PRICES FOR BOTH WITH AND WITHOUT FIRST ARTICLE. DO NOT INSERT PROPOSED DOLLAR AMOUNTS IN SECTION B OF THE SOLICITATION. ALL UNIT PRICES PROPOSED WILL BE BINDING.

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

*** END OF NARRATIVE L001 ***

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	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	9.306(c) FAR	FIRST ARTICLE APPROVAL	

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

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

(End of Provision)

(MF7007)

OFFEROR EVALUATION

1. BASIS FOR AWARD. THE AWARD OF A CONTRACT WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL OFFERS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF TECHNICAL, PAST PERFORMANCE, QUALITY, SMALL BUSINESS PARTICIPATION AND PRICE. TECHNICAL, PAST PERFORMANCE AND QUALITY ARE OF EQUAL IMPORTANCE AND INDIVIDUALLY ARE MORE IMPORTANT THAN PRICE. SMALL BUSINESS PARTICIPATION IS OF LEAST IMPORTANCE AMONG ALL NON-PRICE FACTORS AND IS OF LESS IMPORTANCE THAN THE PRICE. BECAUSE THIS IS A BEST VALUE PROCUREMENT, THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD(S) TO SOMEONE OTHER THAN THE LOW PRICED OFFEROR.
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 SOURCE SELECTION AUTHORITY (SSA) IN SELECTING AN OFFEROR. THE TEAM WILL RATE AND PROVIDE A NARRATIVE ASSESSMENT OF THE PROPOSALS AT THE FACTOR LEVEL. THE SSA IS NOT BOUND BY THE FINDINGS OF THE TEAM.
4. TECHNICAL:
 - A) CARBON-FILL/MANUFACTURING PROCESS. THE EVALUATION TEAM WILL RATE THIS FACTOR AS FOLLOWS:
 - 1) EXCELLENT - THE OFFEROR DEMONSTRATES AN EXCELLENT UNDERSTANDING OF THE KEY PARAMETERS AFFECTING A QUALITY CARBON BED IN ITS DESCRIPTION OF THE CARBON FILL PROCESS AND INTERRELATES HOW SPECIFIC EQUIPMENT COMPONENTRY WILL BE USED TO OBTAIN THE PARAMETERS IT BELIEVES ARE IMPORTANT. THE OFFEROR PLANS ON USING EQUIPMENT WHICH IS CAPABLE OF REPEATEDLY CONTROLLING AND OBTAINING THE DESIRED CARBON BED PROPERTIES (e.g. UNIFORM PARTICLE SIZE DISTRIBUTION, UNIFORM COMPACTION, AVOIDANCE OF IRREGULARITIES IN CARBON FACE SURFACE, ETC.). INTEGRATION OF COMPUTER CONTROLLED PROCESS EQUIPMENT WOULD BE REPRESENTATIVE OF AN EXCELLENT APPROACH.
 - 2) GOOD - THE OFFEROR DEMONSTRATES A GOOD UNDERSTANDING OF THE KEY PARAMETERS AFFECTING A QUALITY CARBON BED AND DESCRIBES ADEQUATELY HOW ITS EQUIPMENT WILL ACHIEVE THESE PARAMETERS. MANUAL CONTROL IS ACCEPTABLE FOR THIS RATING. THE FILL EQUIPMENT IS CAPABLE OF PRODUCING ACCEPTABLE CARBON BEDS ALTHOUGH THE EQUIPMENT DESIGN AND CONTROLS USED MAY CONTRIBUTE TO VARIANCE IN CARBON BED PROPERTIES.
 - 3) MARGINAL - THE OFFEROR FAILS TO UNDERSTAND SOME OF THE PARAMETERS WHICH ARE IMPORTANT FOR OBTAINING A QUALITY CARBON

Name of Offeror or Contractor:

BED AND ITS PROCESS EQUIPMENT DESIGN REFLECTS THIS. FOR INSTANCE, NO MEASURES ARE TAKEN TO ASSURE THAT THE CARBON PARTICLE SIZE IS UNIFORM OR THAT THERE IS UNIFORM PRESSURE APPLIED TO ASSURE THE CARBON BED HAS UNIFORM DENSITY. THE EQUIPMENT DESIGN IS JUDGED UNLIKELY TO ACHIEVE DESIRED PARAMETERS IN ONE OR MORE AREAS LEADING TO RISK. BASED ON THE EQUIPMENT DESIGN SOME DOUBT EXISTS REGARDING ABILITY OF THE EQUIPMENT TO MASS PRODUCE FILTERS WITH CONSISTENT CARBON BED PROPERTIES.

4) UNACCEPTABLE - THE OFFEROR IN ITS DESCRIPTION OF THE CARBON FILL EQUIPMENT AND PROCESS SHOWS A LACK OF UNDERSTANDING OF THE PARAMETERS THAT ARE IMPORTANT FOR PRODUCING AN ACCEPTABLE CARBON BED. THE DESCRIBED CARBON FILL EQUIPMENT IS JUDGED INCAPABLE OF ACHIEVING DESIRED CARBON BED CHARACTERISTICS. THE POOR EQUIPMENT DESIGN DOES NOT NECESSARILY MEAN ACCEPTABLE CANISTERS CAN NOT BE MADE, RATHER THAT THERE IS HIGH RISK THAT THE EQUIPMENT DESIGN WILL PRODUCE CANISTERS WITH HIGH VARIANCE IN THEIR PERFORMANCE, GREATLY ENHANCING THE PROBABILITY OF FREQUENT LOT REJECTION.

B) MANUFACTURING CAPABILITY:

- 1) EXCELLENT: NO DOUBT EXISTS THAT THE OFFEROR HAS THE CAPABILITY AND CAPACITY TO PERFORM THE REQUIRED EFFORT
- 2) GOOD: LITTLE DOUBT EXISTS THAT THE OFFEROR HAS THE CAPABILITY AND CAPACITY TO PERFORM THE REQUIRED EFFORT
- 3) ADEQUATE: SOME DOUBT EXISTS THAT THE OFFEROR HAS THE CAPABILITY AND CAPACITY TO PERFORM THE REQUIRED EFFORT
- 4) MARGINAL: SUBSTANTIAL DOUBT EXISTS THAT THE OFFEROR HAS THE CAPABILITY AND CAPACITY TO PERFORM THE REQUIRED EFFORT
- 5) UNACCEPTABLE: THERE IS NO DOUBT THAT THE OFFEROR DOES NOT HAVE THE CAPABILITY OR CAPACITY TO PERFORM THE REQUIRED EFFORT OR NO INFORMATION IS PROVIDED OR AVAILABLE AND NO DETERMINATION OF MANUFACTURING CAPABILITY OR CAPACITY CAN BE MADE.

5. PAST PERFORMANCE. IN ORDER TO BE ELIGIBLE FOR AWARD THE OFFEROR MUST HAVE BEEN A PREVIOUS SUCCESSFUL PRODUCER OF FILTERS WITH CARBON FILLING WITHIN THE PAST THREE YEARS. THE GOVERNMENT WILL EVALUATE THE QUALITY OF THE OFFERORS PAST PERFORMANCE AS IT RELATES TO THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE REQUIRED EFFORT. PERFORMANCE RISKS ARE THOSE ASSOCIATED WITH AN OFFERORS LIKELIHOOD OF SUCCESS IN PERFORMING THE SOLICITATION'S REQUIREMENTS AS INDICATED BY THAT OFFERORS RECORD OF PAST PERFORMANCE. CONSIDERATION WILL BE GIVEN TO THE DEGREE TO WHICH THE OFFEROR HAS MET QUALITY AND DELIVERY OBJECTIVES ON CONTRACTS (WITHIN THE PAST THREE YEARS) FOR SIMILAR, RELATED EFFORTS. A SIGNIFICANT ACHIEVEMENT, PROBLEM, OR LACK OF RELEVANT DATA IN ANY ELEMENT OF THE WORK CAN BECOME AN IMPORTANT CONSIDERATION IN THE SELECTION PROCESS. THEREFORE, OFFERORS ARE REMINDED TO INCLUDE ALL RELEVANT PAST EFFORTS, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS, IN THEIR PROPOSAL. AS A PART OF THIS EFFORT, EVALUATORS WILL CONSIDER RELEVANT DATA EXTRINSIC TO THE PROPOSAL WHICH IS OTHERWISE AVAILABLE TO THE GOVERNMENT. OFFERORS ARE REMINDED THAT WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION RESTS WITH THE OFFERORS. THE EVALUATION TEAM WILL RATE THIS AREA AS FOLLOWS:

- A) EXCELLENT: NO DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT
- B) GOOD: LITTLE DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT
- C) ADEQUATE: SOME DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT
- D) MARGINAL: SUBSTANTIAL DOUBT EXISTS, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT
- E) UNACCEPTABLE: THERE IS NO DOUBT, BASED ON PAST PERFORMANCE, THAT THE OFFEROR WILL NOT BE ABLE TO SUCCESSFULLY PERFORM THE REQUIRED EFFORT. OR NO INFORMATION IS PROVIDED OR AVAILABLE AND NO DETERMINATION ON RISK OR PERFORMANCE CAN BE MADE.

6. QUALITY:

A) QUALITY PROGRAM: THE EVALUATION TEAM WILL RATE THIS SUBFACTOR AS FOLLOWS:

- 1) EXCELLENT: CONTRACTOR IS CP2 CERTIFIED
- 2) GOOD: CONTRACTOR IS CERTIFIED TO ISO 9001 OR ISO 9002 OR MEETS THOSE REQUIREMENTS.
- 3) ADEQUATE: CONTRACTOR HAS A PREVIOUSLY APPROVED QUALITY SYSTEM WITH MILESTONES FOR UPGRADING TO MEET ISO 9001 OR ISO 9002 PRIOR TO START OF PRODUCTION
- 4) MARGINAL: CONTRACTOR HAS AN INSPECTION SYSTEM BUT NO PLAN FOR MEETING ISO 9001 OR ISO 9002
- 5) UNACCEPTABLE: CONTRACTOR HAS AN INADEQUATE INSPECTION SYSTEM OR DOES NOT PROVIDE ANY INFORMATION IN HIS PROPOSAL

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B) PROCESS CONTROL SYSTEM (PCS):

- 1) EXCELLENT: ESSENTIALLY NO DOUBT EXISTS THAT THE OFFERORS PCS IS EFFECTIVE TO ENSURE PROCESS QUALITY
- 2) GOOD: LITTLE DOUBT EXISTS THAT THE OFFERORS PCS IS EFFECTIVE TO ENSURE PROCESS QUALITY
- 3) ADEQUATE: SOME DOUBT EXISTS THAT THE OFFERORS PCS IS EFFECTIVE TO ENSURE PROCESS QUALITY
- 4) MARGINAL: SUBSTANTIAL DOUBT EXISTS THAT THE OFFERORS PCS IS EFFECTIVE TO ENSURE PROCESS QUALITY
- 5) UNACCEPTABLE: THE OFFEROR HAS AN INADEQUATE PCS OR DOES NOT PROVIDE ANY INFORMATION IN THEIR PROPOSAL

7. SMALL BUSINESS PARTICIPATION

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

B) THE EVALUATION WILL INCLUDE THE FOLLOWING:

- 1) THE EXTENT TO WHICH THE PROPOSAL SPECIFICALLY IDENTIFIES SBs, HUBZONE SBs, SDBs, WOSBs, AND HBCU/MIs AND THE ESTIMATED DOLLAR VALUE OF THEIR PARTICIPATION, INCLUDING THE PARTICIPATION OF THE OFFEROR, IF IT IS A SBs, HUBZONE SBs, SDBs, WOSBs OR AN HBCU/MI;
- 2) THE COMPLEXITY OF THE ITEMS/SERVICES TO BE FURNISHED BY SBs, HUBZONE SBs, SDBs, WOSBs AND HBCU/MIs;
- 3) THE EXTENT OF PARTICIPATION OF SUCH CONCERNS IN TERMS OF THE VALUE OF THE TOTAL CONTRACT AMOUNT; AND
- 4) AN ASSESSMENT OF THE RISK, BASED UPON PAST PERFORMANCE, OF THE OFFEROR ACTUALLY ACHIEVING THE INVOLVEMENT OF SMALL BUSINESS CONCERNS AS PROPOSED. SUCH ASSESSMENT WILL INCLUDE AN EVALUATION OF PERFORMANCE OVER THE PAST THREE CALENDAR YEARS IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS.

C) THE EVALUATION TEAM WILL RATE THE SMALL BUSINESS PARTICIPATION AS FOLLOWS:

- 1) EXCELLENT: PROPOSAL INCLUDES A SUBSTANTIAL PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (MORE THAN 20%) AND COMPLEXITY, TO BE PERFORMED IN THE SMALL BUSINESS (SB), HUBZONE SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMAN-OWNED SMALL BUSINESS (WOSB), AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTION (HBCU/MI) SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS SUBSTANTIVE EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SUBCONTRACTING PLANS OR POLICY GOALS. BASED ON THE PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE SUBSTANTIAL AND ARE CONSIDERED VERY REALISTIC (VERY LOW RISK.)
- 2) GOOD: PROPOSAL INCLUDES A SIGNIFICANT PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (MORE THAN 15%) TO BE PERFORMED IN THE SMALL BUSINESS(SB), HUBZONE SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS(WOSB), AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTION(HBCU/MI) SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF MOST SUBCONTRACTING PLAN OR POLICY GOALS. BASED ON THE OFFERORS PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFERORS PROPOSED GOALS AND/OR ACTIONS ARE SIGNIFICANT AND ARE CONSIDERED REALISTIC(LOW RISK).
- 3) ADEQUATE: PROPOSAL INCLUDES A REASONABLE PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (MORE THAN 10%) OR COMPLEXITY TO BE PERFORMED IN THE SMALL BUSINESS (SB), HUBZONE SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS (WOSB), AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTION (HBCU/MI) SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SOME SUBCONTRACTING PLAN OR POLICY GOALS. BASED ON THE OFFERORS PROPOSAL AND PAST PERFORMANCE HISTORY, THE OFFERORS PROPOSED GOALS AND/OR ACTIONS ARE ADEQUATE AND COULD BE MET IF THE OFFEROR FOCUSES ATTENTION ON THEM (MODERATE RISK).
- 4) MARGINAL: PROPOSAL INCLUDES A MINIMAL PORTION OF THE WORK IN TERMS OF DOLLAR VALUE (LESS THAN 10%) AND COMPLEXITY TO BE PERFORMED IN THE SMALL BUSINESS (SB), HUBZONE SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS (WOSB), AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTION (HBCU/MI) SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. BASED ON THE OFFERORS PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS LITTLE LIKELIHOOD THAT MORE THAN A MINIMAL PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR. (HIGH RISK)
- 5) POOR: OFFEROR DEMONSTRATES LITTLE OR NO COMMITMENT TO USING SBS, HUBZONE SBS, SDBS, WOSBS AND HBCU/MIS. THERE IS NO EVIDENCE THAT THE OFFEROR MET HIS PRIOR GOALS AND/OR SHOWS NO SERIOUS COMMITMENT AND DID NOT PROVIDE ADEQUATE JUSTIFICATION FOR NOT DOING SO. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS NEGLIGIBLE LIKELIHOOD THAT ANYTHING OTHER THAN A TOKEN PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR. (VERY HIGH RISK)

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7. PRICE.

A) THE PRICE FACTOR WILL BE EVALUATED USING PRICE ANALYSIS TECHNIQUES TO ENSURE A FAIR AND REASONABLE PRICE. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

B) THE GOVERNMENT WILL EVALUATE OFFERS BASED ON THE PRICES PROPOSED FOR EACH CLIN FOR ALL PRICING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THE SOLICITATION. IF AN OFFEROR FAILS TO SUBMIT PRICING FOR ALL QUANTITY RANGES AND PRICING PERIODS, THE GOVERNMENT MAY REJECT THE OFFER AS UNACCEPTABLE.

C) CLIN 0001 WILL BE EVALUATED SEPARATELY. CLINS 0002 AND 0003 WILL BE EVALUATED TOGETHER. FOR PRICING PERIOD 1 FOR ALL CLINS, THE OFFEROR WILL ENTER UNIT PRICES FOR BOTH WITH AND WITHOUT FIRST ARTICLE. THE FIRST ARTICLE UNIT PRICES WILL BE USED FOR EVALUATION PURPOSES UNLESS THE OFFEROR HAS RECEIVED APPROVAL OF A WAIVER PRIOR TO EVALUATION. THE PROPOSED UNIT PRICES FOR EACH ORDER QUANTITY RANGE WILL BE MULTIPLIED BY THE ASSIGNED WEIGHT FOR THAT RANGE TO OBTAIN A WEIGHTED AVERAGE UNIT PRICE FOR EACH PRICING PERIOD. THE WEIGHT, EXPRESSED AS A PERCENTAGE, IS THE MOST CURRENT ASSESSMENT OF THE LIKELIHOOD THAT THE ACTUAL ORDER QUANTITY WILL FALL WITHIN THAT RANGE. THE WEIGHTED UNIT PRICE WILL THEN BE MULTIPLIED BY THE ESTIMATED MOST LIKELY QUANTITY TO BE ORDERED WITHIN EACH PRICING PERIOD. A TOTAL EVALUATED CLIN PRICE WILL BE DETERMINED BY ADDING THE TOTAL EVALUATED PRICE FOR PRICING PERIOD 1 (WITH OR WITHOUT FIRST ARTICLE) AND THE TOTAL EVALUATED PRICES FOR PRICING PERIODS 2 THROUGH 5 AND ANY OTHER PRICE RELATED EVALUATION FACTORS REQUIRED BY THE SOLICITATION.

D) THE GOVERNMENT'S MOST LIKELY QUANTITY REPRESENTS A TOTAL QUANTITY THAT IT REALISTICALLY EXPECTS TO ORDER FOR THAT PRICING PERIOD. THIS ESTIMATE IS NOT A REPRESENTATION TO AN OFFEROR THAT THE QUANTITY WILL BE REQUIRED OR ORDERED, OR THAT THOSE CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE OR NORMAL.

E) THE MAXIMUM QUANTITY REPRESENTS AN ESTIMATED TOTAL MAXIMUM QUANTITY THAT THE GOVERNMENT MAY ORDER AND THE MAXIMUM LIMIT OF THE CONTRACTOR'S OBLIGATION TO DELIVER.

F) THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS. IN ADDITION TO OTHER FACTORS, OFFERS WILL BE EVALUATED ON THE BASIS OF ADVANTAGES AND DISADVANTAGES TO THE GOVERNMENT THAT MIGHT RESULT FROM MAKING MORE THAN ONE AWARD (MULTIPLE AWARDS). IT IS ASSUMED, FOR THE PURPOSES OF EVALUATING OFFERS, THAT \$5,000 WOULD BE THE ADMINISTRATIVE COST TO THE GOVERNMENT FOR ISSUING AND ADMINISTERING EACH CONTRACT AWARDED UNDER THIS SOLICITATION.

*** END OF NARRATIVE M001 ***