

2. Amendment/Modification No. 0001	3. Effective Date 2001JUL24	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC MYRNA DOWELL (309)782-4635 ROCK ISLAND IL 61299-7630 EMAIL: DOWELLM@RIA.ARMY.MIL	Code W52H09	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/> SCD <input type="checkbox"/> PAS <input type="checkbox"/> ADP PT	9A. Amendment Of Solicitation No. DAAE20-01-R-0131 9B. Dated (See Item 11) 2001JUL03 10A. Modification Of Contract/Order No. 10B. Dated (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

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

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PIIN/SIIN DAAE20-01-R-0131

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

1. ADD AN EXECUTIVE SUMMARY TO SECTION A.
2. REVISE SECTION B TO INCLUDE WITH AND WITHOUT FIRST ARTICLE PRICING REQUIREMENTS.
3. INCORPORATE CLAUSES THAT WERE INADVERTENTLY OMITTED FROM THE ORIGINAL SOLICITATION IN SECTION F, SECTION I, SECTION K, SECTION L, AND SECTION M.
4. MODIFY THE OPTION PERIOD LISTED IN CLAUSE IF6080, 52.217-6, EVALUATED OPTION FOR INCREASED QUANTITY AS IDENTIFIED IN SECTION I OF THIS MODIFICATION.
5. INCORPORATE THE SPECIAL PACKAGING INSTRUCTIONS REQUIRED FOR EACH CLIN AS IDENTIFIED IN SECTION E OF THIS MODIFICATION.
6. INCORPORATE PROPOSAL INSTRUCTIONS AS IDENTIFIED IN SECTION L OF THIS MODIFICATION.
7. INCORPORATE EVALUATION CRITERIA AS IDENTIFIED IN SECTION M OF THIS MODIFICATION.

THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS IS NOT EXTENDED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

EXECUTIVE SUMMARY

1. THIS SOLICITATION DAAE20-01-R-0131, IS FOR:

CLIN 0001: WATERPROOF BAGS, M41, NSN: 4240-00-377-9401, 45,304 EACH

CLIN 0002: WATERPROOF BAGS, M41A1, NSN: 4240-00-803-5839, 29,768 EACH

THE REQUIREMENT IS ISSUED UNDER COMPETITIVE NEGOTIATION PROCEDURES AS A 100% SMALL BUSINESS SET ASIDE AND WILL RESULT IN A COMPETITIVE AWARD OF A FIRM-FIXED-PRICE CONTRACT.

2. THE UNIT OF ISSUE IS ONE (1) EACH. THE UNIT PACK QUANTITY IS TEN (10) EACH PER BOX - (SEE SPECIAL PACKAGING INSTRUCTIONS)
3. THIS SOLICITATION CONTAINS A 100% OPTION REQUIREMENT FOR EACH CLIN. THE OPTION QUANTITY, IF EXERCISED, WILL BE AT FOB DESTINATION, BLUE GRASS ARMY DEPOT, RICHMOND, KY.
4. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC PROCEDURE IN SECTION M OF THIS SOLICITATION.
5. FIRST ARTICLE

ALL OFFERORS ARE REQUIRED TO SUBMIT A UNIT PRICE FOR CLIN 0001 AND CLIN 0002 - FIRST ARTICLE, ALTHOUGH FIRST ARTICLE MAY BE WAIVED FOR PREVIOUS PRODUCERS OF THIS ITEM. WAIVER IS SOLELY AT THE DISCRETION OF THE GOVERNMENT, AND BASED ON AN EVALUATION OF PAST PERFORMANCE AND HISTORICAL QUALITY FACTORS.

6. PLEASE TAKE NOTE OF THE FIRST ARTICLE TEST (CONTRACTOR TESTING) CLAUSE, SECTION E, 52-209-4512 ACALA PARAGRAPH F., IT STATES AN ADDITIONAL FIRST ARTICLE SAMPLE MAY BE ORDERED BY THE CONTRACTING OFFICER IF ANY OF THE LISTED CONDITIONS THEREIN OCCUR AND IT IS DEEMED NECESSARY BY THE GOVERNMENT TO DO SO.

7. FOB DESTINATION - ALL QUANTITIES

DELIVERY FOR ALL QUANTITIES, WILL BE FOB: DESTINATION.

GENERAL SUPPLY STORAGE POINT
BLUE GRASS ARMY DEPOT
2091 KINGSTON HWY
RICHMOND, KY 40475-5000

DEST CODE: W22PVJ

8. DELIVERY SCHEDULE

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MOD/AMD 0001

Name of Offeror or Contractor:

THE PRODUCTION RATE WILL BE 20,000 PER MONTH FOR EACH CLIN. DELIVERIES WILL BE AS FOLLOWS:

WATERPROOF BAGS - W/FA - FATR/90 DAYS ADA* - PROD QTY - 150 DAYS ADA*

WO/FA - PROD QTY - 90 DAYS ADA*

* AFTER DATE OF AWARD

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>45304</p> <p>NOUN: BAG, WATERPROOF, MASK M1 SECURITY CLASS: Unclassified <u>With First Article Approval</u></p> <p>Delivery Shall Be FOB Destination</p> <p><u>Without First Article Approval</u> (Delivery of 0001AA & 0001AB Not Required) Delivery Shall Be FOB Destination</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SP1 P5-75-2 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	45304	EA	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>																									
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified PRON: S61ZJ649SB PRON AMD: 01 AMS CD: 07000011CJCEC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>W22PVJ</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0090</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZZZ5) TACOM-ROCK ISLAND ATTN AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		W22PVJ		3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>		001	1		0090					
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<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>																											
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0001AB	<p><u>PRODUCTION QUANTITY</u></p>																													

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-R-0131 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>NSN: 4240-00-377-9401 NOUN: BAG, WATERPROOF FSCM: 81349 PART NR: MILB51170 SECURITY CLASS: Unclassified PRON: S61ZJ649SB PRON AMD: 01 AMS CD: 07000011CJCEC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ11184A511 W22PVJ J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,000 0150 002 20,000 0180 003 5,304 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 4240-00-377-9401 NOUN: BAG, WATERPROOF FSCM: 81349 PART NR: MILB51170 SECURITY CLASS: Unclassified PRON: S61ZJ649SB PRON AMD: 01 AMS CD: 07000011CJCEC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ11184A511 W22PVJ J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,000 0090 002 20,000 0120 003 5,304 0150</p>				

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-R-0131 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0002	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BAG, WATERPROOF, MASK M1A1 SECURITY CLASS: Unclassified <u>With First Article Approval</u></p> <p>Delivery Shall Be FOB Destination</p> <p><u>Without First Article Approval</u> (Delivery of 0002AA & 0002AB Not Required) Delivery Shall Be FOB Destination</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI P5-75-13 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	29768	EA	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____																														
0002AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified PRON: S61ZJ650SB PRON AMD: 01 AMS CD: 070011CJCEC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1680 844 1816"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W22PVJ</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0090</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W22PVJ				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0090							
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0002AB	<p>(ZZZZZ5) TACOM-ROCK ISLAND ATTN AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 4240-00-803-5839 NOUN: BAG, WATERPROOF FSCM: 81361 PART NR: D5-75-13 SECURITY CLASS: Unclassified PRON: S61ZJ650SB PRON AMD: 01 AMS CD: 070011CJCEC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W58HZ111184A512</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>20,000</td> <td>0150</td> </tr> <tr> <td>002</td> <td>9,768</td> <td>0180</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W58HZ111184A512	W22PVJ	J		2	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	20,000	0150	002	9,768	0180				
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PIIN/SIIN DAAE20-01-R-0131 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002	9,768 0120 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

SPECIAL PACKAGING INSTRUCTIONS (SPI) P5-72-2 APPLIES TO THIS PROCUREMENT ACTION FOR CLIN 0001AA

SPECIAL PACKAGING INSTRUCTIONS (SPI) P5-75-13 APPLIES TO THIS PROCUREMENT ACTION FOR CLIN 0002AA

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 ADDED	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2 ADDED	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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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-2 ADDED	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-3 ADDED	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-4 ADDED	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-5 ADDED	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-6 ADDED	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-7 ADDED	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-8 ADDED	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-9 ADDED	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-10 ADDED	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-11 ADDED	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-12 ADDED	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-13 ADDED	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-14 CHANGED	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s)0001 and 0002 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 and 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 365 CALENDAR DAYS AFTER DATE OF FIRST ARTICLE APPROVAL; OR IF AWARDED WITHOUT FIRST ARTICLE, THEN ANY TIME PRECEDING 365 CALENDAR DAYS AFTER DATE OF CONTRACT AWARD by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option

(F.O.B. Destination)*

\$ _____ CLIN 0001

\$ _____ CLIN 0002

* The FOB point is Blue Grass Army Depot, Richmond, KY, unless the parties agree otherwise.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

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MOD/AMD 0001

Name of Offeror or Contractor:

I-15 ADDED 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-16 ADDED 52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

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

(c) Rental charge.(1) Real property and associated fixtures.

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

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

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

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

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

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-R-0131

MOD/AMD 0001

Name of Offeror or Contractor:

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

Status Regulatory Cite Title Date

K-1 ADDED 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
DFARS

(a) Definitions.

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

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

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

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(End of Provision)

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MOD/AMD 0001

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-2 ADDED	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999

DFARS

L.1 PROPOSAL INSTRUCTIONS: CONTENT

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.

L.2 QUALITY FACTOR

OFFERORS SHALL LIST AND DESCRIBE ALL CORRECTIVE ACTION REQUESTS (CARS) ISSUED BY DEFENSE CONTRACT MANAGEMENT COMMAND (DCMC) AGAINST ALL GOVERNMENT CONTRACTS AND ALL REQUEST FOR WAIVER (RFW), AND REQUESTS FOR DEVIATION (RFD) AGAINST ANY CONTRACT, (GOVERNMENT OR COMMERCIAL) DURING THE PAST TWELVE MONTHS. FOR ANY ACTION LISTED, DESCRIBE THE CORRECTIVE ACTION TAKEN AND THE RESULT OF THAT ACTION.

*** END OF NARRATIVE L 001 ***

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

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PIIN/SIIN DAAE20-01-R-0131

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

(End of Provision)

(MF7007)

EVALUATION CRITERIA FOR AWARD OF CONTRACT

CONTRACT AWARD WILL BE MADE ON THE BASIS OF PRICE, THE QUALITY FACTOR, AND TRADITIONAL RESPONSIBILITY FACTORS, INCLUDING PAST PERFORMANCE. OFFERS SHALL SUBMIT NON-PRICE PROPOSALS FOR THE QUALITY FACTOR. EVALUATIONS WILL BE BASED ON TYPE AND CRITICALITY OF CARS, WAIVERS, AND DEVIATIONS, AND PERFORMANCE INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC (NOT ALL INCLUSIVE). ALL NON-PRICE EVALUATIONS WILL BE MADE ON A GO/NO-GO BASIS. AN AWARD WILL BE MADE TO THE RESPONSIBLE OFFEROR WHO SUBMITS THE LOWEST EVALUATED ACCEPTABLE OFFER.

*** END OF NARRATIVE M 001 ***