

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA5	<b>Page</b> 1 of 55
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-01-R-0043	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2001JUL16	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CFA-B ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:30pm (hour) local time 2001AUG23 (Date).

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

<b>10. For Information Call:</b>	<b>Name</b> CINDY AHRENS <b>E-mail address:</b> AHRENSC@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4372
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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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	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  /SIGNED/ (Signature of Contracting Officer)	28. Award Date

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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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-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: amsta-aq-ar@ria.army.mil

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

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

(End of clause)

(AS7006)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-01-R-0043

**MOD/AMD**

**Name of Offeror or Contractor:**

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

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

(END OF CLAUSE)

(AS7003)

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

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

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

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

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

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

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

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

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**Name of Offeror or Contractor:**

A-5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            JUN/2001  
TACOM-RI

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

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

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

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

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

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(END OF CLAUSE)

(AS7010)

A-7            52.243-4510            DIRECT VENDOR DELIVERY            JAN/1999  
TACOM-RI

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**Name of Offeror or Contractor:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of clause)

(AS7012)

A-8            52.246-4506            NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM            OCT/2000  
TACOM-RI            REQUIREMENT - ALTERNATE II

(a) Your attention is drawn to Section E clause ES7025 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate II." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9002 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9002. Clause ES7025 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7025 by an independent standards organization or auditor is not required under this contract.

(End of clause)

(AS7025)

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

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

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

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

(END OF CLAUSE)

(AS7502)

1. THIS SOLICITATION DAAE20-00-R-0043 WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM FIRM-FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT (SEE FAR 16.504) FOR TWO ITEMS AS FOLLOWS:

- CLIN 0001: EQUILIBRATOR, NSN 1025-01-312-1014; PN 12576115
- CLIN 0002: EQUILIBRATOR, NSN 1025-01-365-7042; PN 12553710

THIS CONTRACT WILL INCLUDE THREE PRICING PERIODS AS SET FORTH IN PARA 7.

2. THE FOLLOWING QUANTITIES ARE THE GUARANTEED MINIMUM QUANTITIES TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM QUANTITY" AS DEFINED BY AND REFERENCED IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THESE MINIMUM QUANTITIES WILL BE OBLIGATED AT TIME OF AWARD. ALL OTHER PROJECTED BUY QUANTITIES ARE ESTIMATES ONLY, AND DO NOT BIND THE GOVERNMENT IN ANY WAY:

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MOD/AMD

**Name of Offeror or Contractor:**

GUARANTEED MINIMUM QUANTITIES: CLIN 0001: NSN 1025-01-312-1014 (20 EACH)  
 CLIN 0002: NSN 1025-01-365-7042 (NO GUARANTEED MINIMUM)

3. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES FOR EACH PRICING PERIOD, AS SHOWN BELOW AND ON THE PRICING EVALUATION SUMMARY CHART (ATTACHMENT 001), ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. ALSO, SEE CLAUSE IF6029 'ORDER LIMITATIONS' FAR 52.216-19.

4. THE STATED MINIMUM ORDERING RANGE QUANTITIES, OTHER THAN THE STATED GUARANTEED MINIMUM QUANTITY OF 20 EACH EQUILIBRATOR (NSN 1025-01-312-1014) AS SHOWN IN PARAGRAPH 2 ABOVE, ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUMS BEYOND THE GUARANTEED MINIMUM QUANTITY. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION "M" OF THIS SOLICITATION.

6. THE PROPOSED PRICES FOR FIRST ARTICLE TESTING AND ALL PRODUCTION QUANTITIES SHALL BE MARKED ON THE PRICING EVALUATION SUMMARY CHART (ATTACHMENT 001). PROPOSALS OFFERING PRICES FOR LESS THAN ALL THREE PRICING PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED. PROPOSALS THAT DO NOT INCLUDE A PRICE FOR FIRST ARTICLE TESTING WILL NOT BE CONSIDERED.

7. FOLLOWING ARE THE DATES OF THE PRICING PERIODS (PP) COVERED BY THIS SOLICITATION:

PP 1: AWARD DATE - 30 SEPTEMBER 2002  
 PP 2: 01 OCTOBER 2002 - 30 SEPTEMBER 2003  
 PP 3: 01 OCTOBER 2003 - 30 SEPTEMBER 2004

8. THE GOVERNMENT'S PROJECTED, MINIMUM AND MAXIMUM QUANTITIES ARE SET FORTH IN THE TABLE BELOW. THE PROJECTED QUANTITIES REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

CLIN 0001, NSN 1025-01-312-1014; PN 12576115

PRICING PERIOD	PROJECTED	MINIMUM	MAXIMUM
1	20	20	30
2	15	0	30
3	15	0	30

CLIN 0002, NSN 1025-01-365-7042; PN 12553710

PRICING PERIOD	PROJECTED	MINIMUM	MAXIMUM
1	20	0	30
2	10	0	30
3	10	0	30

9. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES.

10. DELIVERY:

ALL DELIVERIES SHALL BE FOB DESTINATION TO THE TRANSPORTATION OFFICER, NEW CUMBERLAND, PA. DELIVERY SCHEDULE SHALL BE AS FOLLOWS:

(A) FOR CLIN 0001 (NSN 1025-01-312-1014):

IF FIRST ARTICLE TESTING IS REQUIRED:

FIRST ARTICLE TEST REPORT: 180 DAYS FROM DATE OF ORDER

PRODUCTION QUANTITY: DELIVERIES COMMENCING 360 DAYS FROM DATE OF ORDER AT THE RATE OF 10 PER MONTH

IF FIRST ARTICLE TESTING IS NOT REQUIRED:

PRODUCTION QUANTITIES: DELIVERIES COMMENCING 180 DAYS FROM DATE OF ORDER AT THE RATE OF 10 PER MONTH

(B) FOR CLIN 0002 (NSN 1025-01-365-7042):

PRODUCTION QUANTITIES: DELIVERIES COMMENCING 300 DAYS FROM DATE OF ORDER AT THE RATE OF 10 PER MONTH

11. OFFERORS ARE CAUTIONED TO READ SECTION L "INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS" CAREFULLY TO ENSURE THAT ANY PROPOSAL SUBMITTED IN RESPONSE HERETO INCLUDES ALL QUALITY, PAST PERFORMANCE, PRICE AND SMALL BUSINESS PARTICIPATION INFORMATION REQUIRED BY THE SOLICITATION.

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12. AS OUTLINED IN SECTION M "BASIS FOR AWARD", THE AWARD RESULTING FROM THIS SOLICITATION WILL BE MADE CONSIDERING THREE EVALUATION FACTORS: PERFORMANCE RISK, PRICE AND SMALL BUSINESS PARTICIPATION. A SINGLE AWARD WILL BE MADE TO THAT OFFEROR WHOSE PROPOSAL OFFERS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF THESE ELEMENTS. THE GOVERNMENT MAY AWARD TO OTHER THAN THE LOW OFFEROR.

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

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>NSN 1025-01-312-1014</u></p> <p>NOUN: EQUILIBRATOR                      FSCM: 19200                      PART NR: 12576115                      SECURITY CLASS: Unclassified</p> <p>NOTE: ALL UNIT PRICES AND PRICE FOR FIRST ARTICLE TESTING SHALL BE ENTERED IN THE PRICING EVALUATION SUMMARY CHART (ATTACHMENT 001).</p> <p>NO PRICES ARE TO BE ENTERED IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      NOTE: ALL DELIVERIES WILL BE FOB DESTINATION TO NEW CUMBERLAND, PA.</p> <p>(End of narrative F001)</p>				
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>NSN: 1025-01-365-7042</u></p> <p>NOUN: EQUILIBRATOR                      FSCM: 19200                      PART NR: 12553710                      SECURITY CLASS: Unclassified</p> <p>NOTE: ALL UNIT PRICES SHALL BE ENTERED IN THE PRICING EVALUATION SUMMARY CHART (ATTACHMENT 001).</p> <p>NO PRICES ARE TO BE ENTERED IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      NOTE: ALL DELIVERIES WILL BE FOB DESTINATION TO NEW CUMBERLAND, PA.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified                      Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. It is required that data items be delivered using electronic media. Refer to the DD Form 1423 for more specific electronic delivery information.</p> <p>A DD250 IS NOT REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p>			<p>\$ <u>    ** NSP **</u></p>	<p>\$ <u>    ** NSP **</u></p>

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**Name of Offeror or Contractor:**

<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 (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE EXCEPT THOSE FROM QUALIFYING COUNTRIES

(BA6701)

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL as shown below:

CLIN 0001 (NSN 1025-01-312-1014): TDPL 12576115 with revisions in effect as of 26 Jun 01 with the exceptions shown below.

CLIN 0002 (NSN 1025-01-365-7042): TDPL 12553710 with revisions in effect as of 17 Aug 00 with the exceptions shown below.

EXCEPTIONS FOR CLIN 0001 (NSN 1025-01-312-1014) (PN 12576115):

DOCUMENT	DELETE	REPLACE WITH
SPI-12576115	MIL-B-121 MIL-B-117	MIL-PRF-121 MIL-DTL-117
8441451	MIL-P-22241	ASTM D3293, D3308, D3369
8441463	MIL-P-22241	SAME AS ABOVE
8441466	MIL-P-22241	SAME AS ABOVE
12576039	MIL-STD-973	MIL-PRF-32029, MIL-HDBK-61
11636278	QQ-T-825	ASTM A513, A519
11636267	QQ-T-830	ASTM A512, A513, A519

QAP 11636264	DELETE	REPLACE WITH
	MIL-STD-105. AQLS & TABLE I-ATTRIBUTES SAMPLING INSPECTION	MIL-STD-1916 VL FOR MAJOR & VL II FOR MINOR CHARACTERISTICS

QAP 11636265	"	"
QAP 11636267	"	"
QAP 11636269	"	"
QAP 11636270	"	"
QAP 11636271	"	"
QAP 11636271	"	"
QAP 11636275	"	"
QAP 11636276	"	"
QAP 11636278	"	"
QAP 11636325	"	"
QAP 11640203	"	"
QAP 11643651	"	"
QAP 11665081	"	"
QAP 11783927	"	"
QAP 11784023	"	"
QAP 12576038	"	"
QAP 12576039	"	"
QAP 12576040	"	"
QAP 12576107	"	"
QAP 12576108	"	"
QAP 12576110	"	"
QAP 12576115	"	"
QAP 7309999	"	"
QAP 7383338	"	"
QAP 9399024	"	"
QAP 9399025	"	"
QAP 9399098	"	"
QAP APPX-WVA	"	"

**Name of Offeror or Contractor:**

for SQAPS 11636267, 11636325, 11665081 & 738338  
Pg. 1 PART 1 DELETE QSAP-APPENDIX-RIA and substitute MIL-W-63150.

On all the above QAPS or SQAPS where applicable add (See MIL-W-63150) after WORKMANSHIP.

For all the above QAPS and SQAPS where applicable under PART IV add: The certification provisions of MIL-W-63150 for Certified Test Reports (CTR) and Certifications of Conformance (COC) shall apply for the following:

For SQAP 11665081 Pg. 1 PART 1 for MAJOR 105 change as follows:

FROM: 105 1.750-16UNEF-3B Thread	1.0	SME
TO: 105 1.750-16UNEF-3B Thread		
Pitch Diameter		SMTE
Minor Diameter		SMTE

For QAP 11636276 Pg. 1 for MAJOR 115 change as follows:

FROM: 115 1.7500-16UNEF-2A MINOR DIA. THREAD C6	1.0	SMTE
TO: 115 1.7500-16UNEF-2A MAJOR DIA. THREAD C6		SMTE

The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during the performance of this contract to inspect the applicable characteristics:

- o All AIE designs specified for critical Characteristics/Defects
- o Other -Lists by citing individual drawing numbers or equipment list(s)

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any other documents in the technical data package are no longer maintained by the Government. These AIE designs may not reflect the latest component configuration and are, therefore, included for informational purposes only. The contractor is responsible for the design and submission to the Government for review of all AIE design documentation, other than those listed above, in accordance with Clause \_\_\_\_\_ specified elsewhere in Section E of this contract. The contractor may elect to submit an alternate design for those listed above but must submit the alternate AIE design to the Government for review and approval.

EXCEPTIONS FOR CLIN 0002 (NSN 1025-01-365-7042) (PN 12553710):

DOCUMENT	DELETE	REPLACE WITH
SPI-12553710	MIL-P-116	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-6083
	MIL-STD-1186	X
	PPP-C-1752	A-A-59135
11783927	AND10050	MS33649
8441451	MIL-P-22241	ASTM D3293, ASTM D3308
8441463	MIL-P-22241	ASTM D3293, ASTM D3308
8441466	MIL-P-22241	ASTM D3293, ASTM D3308
11636278	QQ-T-825	ASTM A513, ASTM A519
QAP 11616265	AQLS & TABLE I	MIL-STD-1916 VL IV for MAJOR &

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**ATTRIBUTES SAMPLING VL II for MINOR characteristics  
INSPECTION

QAP 11636269	"	"
QAP 11636271	"	"
QAP 11636272	"	"
QAP 11636275	"	"
QAP 11636276	"	"
QAP 11636278	"	"
QAP 11640203	"	"
SQAP 11665081	"	"
QAP 11783927	"	"
QAP 11784023	"	"
QAP 12553710	"	"
QAP 12553884	"	"
QAP 12553888	"	"
QAP 12553890	"	"
QAP 12553891	"	"
QAP 12553894	"	"
QAP 12576038	"	"
QAP 12576039	"	"
QAP 12576040	"	"
QAP 12576107	"	"
QAP 12576108	"	"
QAP 12576110	"	"
QAP 12910400	"	"
QAP 7309999	"	"
QAP 9399024	"	"
QAP 9399025	"	"

For all the above QAPS & SQAP where WORKMANSHIP is specified add (See MIL-W-63150) after WORKMANSHIP

For all the above QAPS or SQAP under PART IV or PART III where applicable add: The certification provisions of MIL-W-63150 for Certificates of Conformance (COC) and Certified Test Reports (CTR) shall apply. Certificates of Conformance or Certified Test Reports are required for the following:

For QAP 11636369 Pg. 2 for MAJOR 108 change as follows:

FROM: 108 1.000-12UNF-2A Thread	1.0	SMTE
TO: 108 1.000-12UNF-2A Thread		
Pitch Diameter		SMTE
Minor Diameter		SMTE

For QAP 11636276 Pg. 1 change MAJOR 115 as follows:

FROM: 115 1.7500-16UNEF-3A MINOR DIA THREAD	1.0	SMTE
TO: 115 1,7500-16UNEF-3A MAJOR DIA THREAD		SMTE

For SQAP 11665081 Pg. 1 for MAJOR 103 change as follows:

FROM: 103 1.7500-16UNEF-3B Thread	1.0	SME
TO: 103 1.7500-16UNEF-3B Thread		
Pitch Diameter		SMTE
Minor Diameter		SMTE

For QAP 1253884 Pg. 4 for MAJORS 104 & 105 change as follows:

FROM: 104 .250-20UNC-2B THREAD (12 HOLES)	1	501
TO: 104 .250-20UNC-2B THREAD (12 HOLES)		
PITCH DIAMETER		SMTE
MINOR DIAMETER		SMTE
FROM: 105 .190-24UNC-2B THREAD (4 HOLES)	1	SMTE
TO: 105 .190-24UNC-2B THREAD (4 HOLES)		

**Name of Offeror or Contractor:**PITCH DIAMETER  
MINOR DIAMETERSMTE  
SMTE

For QAP 12553891 Pg. 4 for MAJOR 107 change as follows:

FROM: 107 .875-14UNJF-3B THREAD (2 HOLES)	1	501
TO: 107 .875-14UNJF-3B THREAD (2 HOLES)		
PITCH DIAMETER		SMTE
MINOR DIAMETER		SMTE

For QAP 12576110 Pg. 5 for MAJOR 106 change as follows:

FROM: 106 MAJOR DIAMETER OF THREAD	1	SMTE
TO: 106 MINOR DIAMETER OF THREAD (2 HOLES)		SMTE

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

o Other -Lists by citing individual drawing numbers or equipment list(s).

-NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause ES7002 specified elsewhere in Section E of this contract."

DOCUMENT	DELETE	REPLACE WITH
12553882	QQ-P-35	ASTM A967, SAE AMS QQ-P-35
12553096	"	"
12553892	"	"
12553893	"	"
12552894	"	"
12553896	"	"
12561710	MIL-STD-785	No replacement required
9399098	MIL-STD-1312	NASM 1312-5
12562063	MIL-P-15024/6	MIL-DTL-150024/6

(End of Clause CS6100)

C-2	52.248-4502	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
	TACOM-RI		

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-R-0043 <b>MOD/AMD</b>	<b>Page 15 of 55</b>
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**Name of Offeror or Contractor:**

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

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

(End of Clause)

(CS7108)

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

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000
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a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, and the Special Packaging Instruction contained in the TDP for each CLIN.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number for CLIN 0001: P12576115 dated 4 Apr 00  
SPI Number for CLIN 0002: P12553710, Rev. A, dated 14 Feb 96

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OF END BATTENS; ON TWO SIDES OF THE PALLET.

## APPLICABLE TO CLIN 0002 ONLY:

THE FOLLOWING NOTE SHALL REPLACE MIL-STD-1186 WHICH WAS CANCELLED WITHOUT REPLACEMENT: INNER PACKAGING DESIGN SHALL BE AT THE DISCRETION OF THE CONTRACTOR PROVIDING THAT IT MEETS THE FOLLOWING REQUIREMENTS: EQUILIBRATOR SHALL BE IMMOBILIZED IN THE CONTAINER WITH ANY COMBINATION OF CUSHIONING MATERIALS/PLYWOOD BRACES/ETC THAT WILL PROTECT THE ITEM AND THE UNIT CONTAINER FROM DAMAGE DURING NORMAL SHIPPING AND HANDLING OPERATIONS.

(End of clause)

(DS6411)

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001

a. First article testing is required for CLIN 0001 (NSN 1025-01-312-1014). The first article shall consist of:

- 3 EA EQUILIBRATOR, CANNON, PN 12576115
- 3 EA CYLINDER, PN 11636278
- 3 EA PISTON, PN 11636276
- 3 EA ADAPTOR, PN 11636268
- 3 EA EYE ASSEMBLY, PN 12576038
- 3 EA EYE ASSEMBLY, PN 12576039

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

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

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

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

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

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

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

(5) Onetime qualification tests, which are defined as a one-time 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

**Name of Offeror or Contractor:**

unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C/Frank Jamieson.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-4 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/2000  
TACOM-RI ALTERNATE II

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

( ) ISO 9001

( ) ISO 9002

( ) QS 9000

( ) ANSI/ASQ 9001

( ) ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

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

a. Rework and Repair are defined as follows:

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

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

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the

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Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

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

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

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

(End of Clause)

(ES7012)

E-6            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

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

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-7            52.246-4540            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000            APR/2001  
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000

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program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_NOT CERTIFIED

(2) \_\_\_CERTIFIED

(i) \_\_\_DATE OF CERTIFICATION

(ii) \_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

INSPECTION/ACCEPTANCE:

1. INSPECTION WILL BE AT ORIGIN.

2. ACCEPTANCE OF THE FIRST ARTICLE TEST REPORT AND DATA ITEMS WILL BE AT DESTINATION. ACCEPTANCE OF ALL PRODUCTION UNITS WILL BE AT ORIGIN.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-6	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(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 G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

G-2	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

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

(End of Clause)

(GS7015)

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**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

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

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

(End of Clause)

(HS6002)

H-4	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are [ahrensc@ria.army.mil](mailto:ahrensc@ria.army.mil) and [AMSTA-LC-CTRL@ria.army.mil](mailto:AMSTA-LC-CTRL@ria.army.mil). The data fax numbers for submission are (309) 782-2301, ATTN: Cindy Ahrens and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

H-5	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

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**MOD/AMD**

**Name of Offeror or Contractor:**

(HS7506)

H-6

52.247-4545  
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

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

Shipped From:

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

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

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

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

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

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

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

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-13	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-14	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-15	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-16	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-17	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-18	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-20	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-21	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-22	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-23	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-25	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-29	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-30	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-31	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-32	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-39	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-40	52.232-25	PROMPT PAYMENT	MAY/2001
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-42	52.233-1	DISPUTES	JAN/1999
I-43	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-46	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-47	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-50	52.248-1	VALUE ENGINEERING	FEB/2000
I-51	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-57	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-58	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-60	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-61	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-62	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-63	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-64	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-65	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-66	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-67	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-68	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-69	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-70	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-71	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-72	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-73	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-74	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-75	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-76	252.233-7001 DFARS	CHOICE OF LAWS (OVERSEAS)	JUN/1997
I-77	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-78	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-79	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-82	DFARS 252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-83	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 30 Sep 04.

(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-84	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 5 each of CLIN 0001 or 0002, 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 30 each;

(2) Any order for a combination of items in excess of 30 each of each item; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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-85	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(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

**Name of Offeror or Contractor:**

with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Dec 05.

(End of clause)

(IF6036)

I-86 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-87 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations

**Name of Offeror or Contractor:**

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-88            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE            JAN/1997  
II

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

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

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

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

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

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

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

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

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**Name of Offeror or Contractor:**

Offeror/Contractor may request a waiver.

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

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

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-89            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-90            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

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

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

(End of Clause)

(IF7003)

I-91            52.219-4            NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS            JAN/1999  
CONCERNS.

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

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(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

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

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

\_\_\_\_\_ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

(IF7004)

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

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

(End of clause)

(IF7114)

I-93            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-94            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.

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(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.

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

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

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

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-96 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000



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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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	13-OCT-2000	2PG	
Attachment 001	PRICING EVALUATION SUMMARY		1PG	
Attachment 002	"SUGGESTED" PROPOSAL SUBMISSION SMALL BUSINESS PARTICIPATION		2PG	
Attachment 003	DOCUMENT SUMMARY LIST		1PG	

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 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, ALTERNATE I & II	MAY/2001

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

(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 veteran-owned small business concern.

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

\_\_\_ is  
 \_\_\_ is not

a service-disabled veteran-owned small business concern.

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

(i) it  
 \_\_\_ is  
 \_\_\_ is not

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

(ii) it  
 \_\_\_ is

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\_\_\_is not

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

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

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

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

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

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

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

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

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(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),

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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)

(KF6013)

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

(a) The offeror certifies that-

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

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

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

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

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

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

OFFEROR RECOMMENDATIONS

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

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

(End of Provision)

(KF7003)

K-8      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      APR/2001  
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;

THIS TEXT IS STAYED PER FAC 97-24

(B) Have ( )  
have not ( ),

within the 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;

(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; and

(D) Have ( )  
have not( )

within a three-year period preceding this offer, been convicted or or had a civil judgment rendered against them for: commission of

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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 evasion, or receiving stolen property; and

(E) 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)(D) of this provision.

THIS TEXT IS STAYED PER FAC 97-24

(ii.)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(A), (B), and (C) of this provision,

has [ ]

has not [ ]

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or state felony (or ;has any Federal or state felony indictments currently pending against them);

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) 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).

This 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)

**Name of Offeror or Contractor:**

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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  
(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

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Secretary of Labor.

(End of Provision)

(KF7020)

K-12            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            OCT/2000

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

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

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

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

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

\_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_\_\_ (ii) The facility does not 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) The facility does not 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) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\_\_\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

K-13            52.230-1            COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION            JUN/2000

Note:

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

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

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

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

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

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**Name of Offeror or Contractor:**

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50n million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection

**Name of Offeror or Contractor:**

with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

( ) YES ( ) NO

(End of Provision)

(KF7060)

K-14 252.209-7003 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS MAR/1998  
DFARS

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

(End of provision)

(KA7513)

K-15 252.225-7000 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:

Name of Offeror or Contractor:

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)

KA7702

K-16 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992 DFARS

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

(KA7500)

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MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

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

(LP6014)

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) contract resulting from this solicitation.

(End of Provision)

(LP6008)

L-9	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 TACOM Rock Island, ATTN: AMSTA-LC-CFA-B/Mary Donovan, 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)

(LP6254)

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L-10            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of Provision)

(LF7015)

L-11            9.306(c) FAR            WAIVER OF FIRST ARTICLE APPROVAL

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. 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 are required to submit prices on all requirements 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.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

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

DATES \_\_\_\_\_

(LF7009)

L-12            52.215-4510            ELECTRONIC BIDS/OFFERS            JUN/2001  
TACOM-RI

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

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

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

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

4. 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://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

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

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear

**Name of Offeror or Contractor:**

the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-13 52.215-4511 ELECTRONIC AWARD NOTICE  
TACOM-RI

APR/1999

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

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

c. Notice of award to unsuccessful offerors shall be issued only via the 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)

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

## L.1 Definitions:

L.1.1 "Past Performance Information", as used in this solicitation, is relevant information regarding an offeror's performance success under previously awarded contracts. The performance information submitted by the offeror and information obtained from sources external to the Government on non-Government contracts and internal US Army/DOD sources and databases, such as, but not limited to interview/questionnaire input from historical contract administrators, the Past Performance Automated Information System (PPAIS), Past Performance Information System (PPIMS), Mechanization of Contract Administration Services System (MOCAS) and any other available information, may be investigated to assess and rate performance risk. This risk rating will include areas such as; the offeror's current and prior performance record of conforming to specifications and standards of quality and good workmanship; the contractor's adherence to contract requirements (such as delivery schedules etc.) and administrative aspects of contract performance for either hardware or software items or both; the general aspects of overall performance under the terms of the contract; the contractor's business relations, history of reasonable and cooperative behavior and his commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer.

L.1.2 "Recent and Relevant Contracts", as defined and used in this solicitation, are past or current Government (Federal, State or Local Government), commercial or foreign contract(s) that were performed within the past three (3) years. These contract reference(s) could be currently on going and in the process of being delivered and partially completed, or delivered in full and completed sometime within the past three (3) years. In assessing performance risk on this solicitation, the Source Selection Authority may use these recent/relevant contract references cited by the offeror, and the information obtained from these contracts, and any other information, on these and other contracts, as obtained during the evaluation. The contract references cited by the offeror do not have to meet all

**Name of Offeror or Contractor:**

the requirements below, but we are especially interested in contracts over \$100,000. where the offeror has demonstrated that they have been the prime contractor and the ability to successfully produce hydraulic cylinders, valves, and their components that require machining to extremely close tolerances, sometimes to millionths of an inch (for example in roundness, straightness, and diametral clearances) and surface finishes (sometimes to 8-12 RMS). Such representative hydraulic components would require special cleanliness requirements, specialized knowledge, such as, artificially aging of material, as well as assembly techniques for manufacture and assembly.

L.1.3 "Performance Risk", as used in this solicitation, are those risks associated with the probability or likelihood that an offeror will successfully perform the solicitation requirements as indicated by the offeror's record of current and past performance.

## L.2 Format:

a. The offeror's proposal shall be submitted electronically. Hard copy proposals will not be accepted. Please refer to specific instructions for electronic submission of offers contained elsewhere in Section L of this solicitation.

b. The offeror's proposal shall be submitted in three severable sections as set forth below. All information specific to each section will be confined to that section.

- 1) SECTION 1: PAST PERFORMANCE
- 2) SECTION 2: PRICE
- 3) SECTION 3: SMALL BUSINESS PARTICIPATION

L.3 Length: Each section shall be as brief as possible. Text pages shall not exceed 8-1/2 inches in width by 11 inches in length. Pages depicting sketches, work break down structures, etc., may be used.

## L.4 SECTION 1: PAST PERFORMANCE

L.4.1 Since we may not interview all the sources you provide, the burden of providing thorough, complete and accurate and up to date performance risk information remains with each offeror. We do not assume the duty to search for data or to correct incomplete proposal submissions or to cure problems we find in proposals. We may (a) assign a higher risk rating, or (b) assign a "Neutral" rating, or (c) reject a proposal if it does not contain the required information noted below.

L.4.2 Successful Contract References: The offeror shall include contract references as part of their proposal submission on recent, relevant contracts as defined above. The number of submissions should be no more than five (5) relevant and recent contracts and shall include as a minimum the following information listed in subparagraph a-i below. The format for submission of this information shall be at the discretion of the offeror and shall be submitted in an electronic format as required by the solicitation.

- a. Contract number and award date
- b. Item(s) and/or services provided, including National Stock Number (NSN), Product Description, Part Number
- c. A detailed explanation of the relevance of the contract reference as defined in the recent/relevant definitions of paragraph L.1.2
- d. Contract Value
- e. Include all technical innovations and engineering changes that improve the quality of performance aspects of the delivered product
- f. Contracting activity or Commercial Mailing addresses
- g. Delivery schedule/performance: For any contract which did not/does not meet original schedule, or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming and any corrective actions taken to avoid recurrence, and the extent to which the corrective action has been successful. List each time the delivery schedule was revised and provide an explanation of why the revision was necessary. Also provide a copy of any cure notices or show cause letters received on each contract listed and a description of any corrective actions taken. Identify any contracts which were terminated, and the types and reasons for the termination.
- h. Include all quality problems (i.e. internal/external customer complaints, lot/first piece failures, audit findings classified as major, etc.) encountered in performance of the contract and, if applicable, address demonstrated corrective actions implemented as a result of the problem encountered. Also, if applicable, identify any significant achievements associated with contract performance.
- i. Point(s) of contact, including names, job titles, phone numbers, FAX numbers, and email addresses for both Government and Non-Government positions.

L.4.3 Unsuccessful Contract References: In addition to the successful contract references, the offeror shall also identify the same information as required in Paragraph L.4.2 a-i for recent contract(s) in which you were either the prime or the subcontractor that may have been terminated, or cancelled for any reason, in whole or in part. If there were no terminations, please state that.

L.4.4 Subcontractor Performance References: If the offeror intends to subcontract any major production process which exceeds 25% of the value of the proposal (excluding material component suppliers), element or all of the requirements of the solicitation, the offeror

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-R-0043	<b>Page 50 of 55</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

shall identify the proposed significant subcontractor(s). The offeror shall then also provide past performance information on the subcontractor(s) as referenced in paragraph L.4.2 and L.4.2 a-i and include the subcontractor(s) past performance information as part of their proposal submission. The Government will perform an evaluation of the subcontractor's capabilities and ability to perform the required tasks. In addition, the offerors shall include in their proposal the written consent of their proposed subcontractor(s) allowing the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiations. The number of subcontractor submissions should be no more than five (5) relevant and recent previous contracts. The offeror must provide how they will maintain control of their subcontractors and vendors.

L.5 SECTION 2: PRICE

L.5.1 The offeror's Price Proposal shall consist of the Pricing Evaluation Summary Chart (attachment 001 to the solicitation).

L.6 SECTION 3: SMALL BUSINESS PARTICIPATION

L.6.1 Offerors are to identify the extent to which small businesses (SBs), veteran-owned small businesses (VOSBSs), service-disabled veteran-owned small businesses (SDVOSBs), HUBZone small businesses, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation.

L.6.2 The offeror is to address the following factors in detail:

1) All offerors are to provide:

(a) the names of SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

(b) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

(c) a "suggested" outline is attached for your information (attachment 002 to the solicitation) entitled "Proposal Submission - Small Business Participation."

2) Offerors who are large businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses which have never held a contract incorporating FAR 52-219.9 shall so state.

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

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

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

(MA7001)

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

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

(End of Provision)

(MF7007)

M-2	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION		MAR/1998
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(a) Does the offeror propose to furnish--

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

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

Yes ( )

No ( )

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

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

Yes ( )

No ( )

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

Yes ( )

No ( )

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

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

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

(End of provision)

(MA7703)

M-3	52.245-4519 TACOM-RI	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY		FEB/1996
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**Name of Offeror or Contractor:**

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{TxRxPxS}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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**Name of Offeror or Contractor:**

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

**SECTION M - BASIS FOR AWARD**

**M.1 OVERVIEW**

M.1.1 Award will be made to that offeror whose proposal offers the best overall value to the Government based on an integrated assessment of the non-priced and priced factors. The evaluation factors include Performance Risk, Price and Small Business Participation. Performance Risk is more important than Price, and Price is more important than Small Business Participation. Performance Risk and Small Business Participation combined are significantly more important than Price.

M.1.2 Although price is not the most important factor, it could become a controlling factor as offers under the non-priced factors tend to equalize. Because this is a best value procurement, the Government reserves the right to make an award to someone other than the offeror who submits the lowest overall evaluated price.

M.1.3 The Government may reject any proposal that is unrealistically high or low in price.

**M.2 PERFORMANCE RISK:**

M.2.1 A Performance Risk Rating will be developed by the Government (for each offeror), using the information and relevancy of the offeror's past performance information, as defined in accordance with Section L.1 and L.4. In evaluating performance risk, the Government may review the offeror's demonstrated record of performance, corrective actions, and general trends, which may include, adherence to delivery schedules, any quality issue(s) and extensions (if any) within the past three years. A significant achievement, problem/problem resolution or lack of relevant data in any element of the work can become an important consideration in the selection process. A negative finding in any element may result in an overall high-risk rating. A single evaluation rating will be assigned covering all relevant contract(s) as submitted by each offeror for the area of past performance. This single evaluation rating will be assigned using the following adjectival-narrative rating criteria:

-- Very Low Risk: Based on the offeror's past performance, very little doubt exists that the offeror will successfully perform the required effort.

-- Low Risk: Based on the offeror's past performance, little doubt exists that the offeror will successfully perform the required effort.

-- Moderate Risk: Based on the offeror's past performance, some doubt exists that the offeror will successfully perform the required

**Name of Offeror or Contractor:**

effort.

-- High Risk: Based on the offeror's past performance, significant doubt exists that the offeror will successfully perform the required effort.

-- Neutral: A level of risk could not be determined and is unknown. No relevant performance record was identified or located.

M.2.2 In conducting the past performance risk evaluation, the Government may use relevant data and information extrinsic to the proposal which is otherwise available to the Government. Since the Government may not necessarily interview all sources provided by offerors, it is incumbent upon the offeror to describe the relevance of the data provided. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with offerors. Therefore, offerors are reminded to include all relevant past efforts and necessary information, including demonstrated corrective actions in their proposal.

**M.3 PRICE:**

M.3.1 The offeror shall be evaluated based on the proposal's total evaluated price to the government. For evaluation purposes, the Government has weighted the ranges based on the likelihood that if an order is placed, it will be placed in that particular range. The total evaluated price will be calculated by multiplying the offered prices by their respective weights and minimum quantities for each range, adding the totals for all CLINs and all pricing periods and adding the proposed first article test (FAT) price.

M.3.2 Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirements. The Government may reject a proposal for this reason.

**M.4 SMALL BUSINESS PARTICIPATION:**

M.4.1 The Government will evaluate the extent to which offerors identify, and commit to utilizing, small businesses (SBs), veteran owned small businesses (VOSBs), service disabled veteran owned small businesses (SDVOSBs), HUBZone SBs, small disadvantaged businesses (SDBs), women-owned small businesses (WOSBs) and historically black colleges and university/minority institutions (HBCU/MIs) in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

M.4.2 The evaluation will include the following:

(1) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, 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 SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or an HBCU/MI;

(2) the complexity of the items/services to be furnished by SBs, VOSB, SDVOSB, 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:

a. for all offerors, 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;

b. for offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-8, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

M.4.3 Small Business Participation will be adjectively/narratively assessed with a rating applied as follows:

-- Excellent: Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) and complexity, to be performed in the SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, and 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).

-- Good: Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, and HBCU/MI sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk).

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-- Adequate: Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) or complexity to be performed in the SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, and HBCU/MI sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk).

-- Marginal: Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) and complexity to be performed in the SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, and HBCU/MI sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector (high risk).

-- Poor: Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, 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).

-- Neutral: Foreign firm (offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, VOSB, SDVOSB, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

M.5 Notwithstanding identified evaluation criteria, affordability will be an overriding consideration in the Government's evaluation of offeror proposals. The Government reserves the right to make no award as a result of the solicitation, if, upon evaluation, none of the proposals are deemed likely to meet the Government's requirements at an acceptable level of risk and/or price.

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