

|   |  |  |   |  |
|---|--|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOA4   | <b>Page</b> 1 of 46                                |
| <b>2. Contract No.</b>  | <b>3. Solicitation No.</b><br>DAAE20-01-R-0156 | <b>4. Type of Solicitation</b><br>Negotiated (RFP)               | <b>5. Date Issued</b><br>2001SEP20  | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC-B<br>ROCK ISLAND IL 61299-7630 |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b><br>TACOM-RI ACQUISITION CENTER<br>ATTN AMSTA-AC-PC<br>P O BOX 2008<br>ROCK ISLAND IL 61299-7630 |  |

**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 AMSTA-AC-PC BLDG 104 RCP AREA until 03:45pm (hour) local time 2001OCT22 (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> MARGARET I EMMERT<br><b>E-mail address:</b> EMMERTM@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-7149 |
|----------------------------------|--|--|

**11. Table Of Contents**

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

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

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

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

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

|  |                      |                 |  |
|--|----------------------|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b><br>EFW INCORPORATED<br>4700 MARINE CREEK PARKWAY<br>FORT WORTH TX 76136-6969 | <b>Code</b><br>OWEC9 | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
|--|----------------------|-----------------|--|

|  |  |                      |                       |
|--|--|----------------------|-----------------------|
| <b>15B. Telephone Number (Include Area Code)</b> | <b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b><br><input type="checkbox"/> | <b>17. Signature</b> | <b>18. Offer Date</b> |
|--|--|----------------------|-----------------------|

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

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

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

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

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MOD/AMD

**Name of Offeror or Contractor:** EFW INCORPORATED

## SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

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

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

(AA7020)

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

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

U.S. Army TACOM-RI  
AMSTA-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)

**Name of Offeror or Contractor:** EFW INCORPORATED

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

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

(End of clause)

(AS7007)

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

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

(END OF CLAUSE)

(AS7003)

A-5            52.211-4506            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<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |

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

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

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

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

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

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

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

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MOD/AMD

**Name of Offeror or Contractor:** EFW INCORPORATED

A-6 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-7 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998  
TACOM-RI

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at: [http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(END OF CLAUSE)

(AS7010)

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

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

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MOD/AMD

**Name of Offeror or Contractor:** EFW INCORPORATED

(End of clause)

(AS7012)

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

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

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

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

(END OF CLAUSE)

(AS7502)

A-10            52.248-4501            PRODUCTION LEAD TIME (PLT) REDUCTION - VALUE ENGINNERING - ALTERNATE            FEB/1999  
                   TACOM-RI            I

(a) One of the current Government initiatives is the reduction of production lead time (PLT). Every day of PLT is an expense to the Government

(b) This clause does not constitute a requirement to submit a value engineering change, however, voluntary participation is encouraged.

(c) Utilization of the Value Engineering Clause (FAR 52.248-1) allows the Government to reward contractors for ideas which reduce acquisition cost, and those ideas which reduce agency costs such as operation, maintenance and logistic support through reduced PLT. These reductions in PLT must be sustained through changes in item configuration, material type, etc. and meet the criteria of the Value Engineering Clause. The reduction in PLT must be sustainable and repeatable on all future contracts for the same component part/NSN.

(d) Savings/payment for the reduction of PLT will be based on (1) the actual dollar savings, less any Government costs not previously offset, as calculated by the NSN Supply Performance Analyzer (NSNSPA) Model and (2) the percent of collateral savings authorized (which is dependent on the number of days of PLT reduced) as shown in the table below. In no event will the Contractor's share of the collateral savings exceed the dollar value of the average annual use of the item. Additionally, collateral savings calculated are subject to the limitations of FAR 52.248-1(j).

| <u>Days of PLT Reduced</u> | <u>% of Collateral Savings</u> |
|----------------------------|--------------------------------|
| 30-45                      | 40%                            |
| 46-90                      | 50%                            |
| 91-135                     | 60%                            |
| 136-180                    | 70%                            |

(e) Because the contract resulting from this solicitation will cover numerous NSN's, the contractor is requested, not obligated, to inform the contracting officer of any item under this contract which may be a candidate for PLT reduction. For any item(s) identified by the contractor, the Government will calculate the potential savings for that NSN using the NSN Supply performance Analyzer (NSNSPA) Model as discussed above. The contracting officer will then inform the contractor of the estimated savings based on the number of days reduced and the corresponding savings percentage.

(f) Any reductions in PLT which are attained through this program will become the new standard for PLT for that item. All future solicitations for that item will carry the revised production lead time.

(g) Production lead time reduction ideas should be submitted utilizing the standard Engineering Change Proposal from DD 1692.

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MOD/AMD

**Name of Offeror or Contractor:** EFW INCORPORATED

(End of clause)

(AS7001)

## A-11 ADDITIONAL INFORMATION

a. As defined in FAR 16.503 and FAR 52.216-21, this solicitation is to result in a long term requirement contract agreement to support the repair of A3 Bradley unique parts/components. It is to be a 2-year Cost-Plus-Fixed Fee with a possible 3-year Firm-Fixed Price requirements type contract for a total period of 5-years. Delivery Orders will be issued unilaterally by the Government. Inspection, Acceptance and FOB will be ORIGIN, and destinations will be provided with each delivery order.

b. Ordering periods will be as follows:

|             |             |   |              |
|-------------|-------------|---|--------------|
| Year One:   | Award Date  | - | 30 Sept 2002 |
| Year Two:   | 01 Oct 2002 | - | 30 Sept 2003 |
| Year Three: | 01 Oct 2003 | - | 30 Sept 2004 |
| Year Four:  | 01 Oct 2004 | - | 30 Sept 2005 |
| Year Five:  | 01 Oct 2005 | - | 30 Sept 2006 |

c. Prices are to be developed for each item based upon the estimated quantity ranges provided by ATTACHMENT A. The quantities listed in ATTACHMENT A are estimates only. These estimates are not a representation to an offer or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. The estimates are based upon the most current similar or like items repair information available. Contractor proposal support data is to include fully loaded labor hour rates, estimated man hours, estimated material costs and a proposed fee per item. Obsolescence will be the responsibility of the contractor.

d. The following activity will be authorized to issue orders under the resulting contract:

TACOM-RI  
AMSTA-LC-CAC  
Rock Island, IL 61299-7360

e. Note the requirement for mandatory replacement part listings within the SOW ATTACHMENT-B. It is also requested that a "No Work" preformed unit price be identified. In addition, copies of the Contractor's Acceptance Test Procedures are required.

f. It is requested your proposal be limited to no more than 60 single sided pages, at Elite size type, with 3 copies of the proposal submitted.

g. The Contractor shall NOT exceed the CLIN amount at any time without prior written approval of the Contracting Officer. Written notification is to be provided to the Contracting Officer when the Contractor reaches 85% expenditure of each CLIN. Also, written notification is to be provided to the Contracting Officer if the estimated completion date of an individual repair will NOT be met as set in the terms and conditions of the contract.

h. The Contracting Officer may designate representatives of US ARMY, TACOM-RI to act as a representative for technical matters under this contract. Any such representative will not have the authority to make changes to the contract. Changes in the scope of the contract will be made ONLY by the Contracting Officer by properly executed modifications to the contract. This designation will be in writing, signed by the Contracting Officer, with distribution to the Contractor.

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

CONTINUATION SHEET

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

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |            |          |
| 0001    | <u>Supplies or Services and Prices/Costs</u>  |          |      |            |          |
| 0001AA  | <u>A3 BRADLEY REPAIR</u>  |          | EA   |            | \$ _____ |
|         | NOUN: CIRCUIT CARD ASSY<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12465083-21<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-468-8241<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit Price<br>At Right.>-----><br><br>Identify Year Two, Estimated, Fully-Loaded Unit Price<br>Here \$ _____<br><br>Delivery Schedule _____ ARO<br><br>No Work Performed Unit Price \$ _____<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B001) |          |      |            |          |
| 0002    | <u>Supplies or Services and Prices/Costs</u>  |          |      |            |          |
| 0002AA  | <u>A3 BRADLEY REPAIR</u>  |          | EA   |            | \$ _____ |
|         | NOUN: BACKPLANE ASSY<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470897<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-468-9398<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".   |          |      |            |          |

CONTINUATION SHEET

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
|         | Identify Year One, Estimated, Fully-Loaded Unit Price At Right>---->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.<br><br>Delivery Schedule _____ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin  |          |      |            |         |
| 0003    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |         |
| 0003AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: CABLE ASSY, POWER<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470919<br>Security: UNCLASSIFIED<br><br>NSN: 5995-01-468-8239<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit Price At Right. >-----><br><br>Identify Year Two, Estimated, Fully-Loaded Price Here. \$_____.<br><br>Delivery Schedule _____ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN |          | EA   |            | \$_____ |



Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
|         | <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ ARO.</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p>  |          |      |            |         |
| 0006    | <p><u>Supplies or Services and Prices/Costs</u></p>   |          |      |            |         |
| 0006AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: REMOTE TERMINAL<br/>SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>P/N: 12986189<br/>Security: UNCLASSIFIED</p> <p>NSN: 5895-01-476-5362</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ARO</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> |          | EA   |            | \$_____ |

Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0007    | FOB: ORIGIN<br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin  |          |      |            |          |
|         | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |          |
| 0007AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: BACKPLANE ASSY<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470962<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-485-3488<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit<br>Price At Right >-----><br><br>Identify Year Two, stimated, Fully-Loaded Unit<br>Price Here \$_____.<br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin |          | EA   |            | \$ _____ |
| 0008    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |          |
| 0008AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: CABLE ASSY, RIGID FLEX<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200  |          | EA   |            | \$ _____ |

CONTINUATION SHEET

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
|         | P/N: 12470965<br>Security: UNCLASSIFIED<br><br>NSN: 5995-01-485-3460<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit Price At Right >----->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.<br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin |          |      |            |         |
| 0009    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |         |
| 0009AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: CCA, PROCESSOR GPP2<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470923<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-485-3464<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit Price At Right >----->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.><br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial  |          | EA   |            | \$_____ |

Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
|         | <p style="text-align: center;">See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p>   |          |      |            |          |
| 0010    | <p><u>Supplies or Services and Prices/Costs</u></p>  |          |      |            |          |
| 0010AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: CCA SERVER, X-WINDOW<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12470952<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 5998-01-485-4427</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ARO.</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>                     See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> |          | EA   |            | \$ _____ |
| 0011    | <p><u>Supplies or Services and Prices/Costs</u></p>  |          |      |            |          |
| 0011AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: CCA UNIVERSAL INTERFACE</p>   |          | EA   |            | \$ _____ |

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

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
|         | <p>SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12470958<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 5998-01-458-4424</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ ARO.</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>                     See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> |          |      |            |         |
| 0012    | <p><u>Supplies or Services and Prices/Costs</u></p>   |          |      |            |         |
| 0012AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: POWER SUPPLY<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12465092-21<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 6120-01-485-3459</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ ARO.</p>   |          | EA   |            | \$_____ |

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
|         | No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin   |          |      |            |         |
| 0013    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |         |
| 0013AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: CCA PROCESSOR<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470972<br>Security: UNCLASSIFIED<br><br>NSN: 5999-01-485-4423<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit<br>Price At Right >----->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit<br>Price Here \$_____.<br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin |          | EA   |            | \$_____ |
| 0014    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |         |
| 0014AA  | <u>A3 BRADLEY REPAIR</u>   |          | EA   |            | \$_____ |

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Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
|         | <p>NOUN: CIRCUIT CARD ASSY, FCP<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12479295<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 5998-01-485-8710</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ ARO.</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>                     See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> |          |      |            |         |
| 0015    | <u>Supplies or Services and Prices/Costs</u>  |          |      |            |         |
| 0015AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: CIRCUIT CARD ASSY, GPP<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12479296<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 5998-01-485-8711</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".</p> <p>The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p>  |          | EA   |            | \$_____ |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-01-R-0156 MOD/AMD

Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
|         | Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin  |          |      |            |         |
| 0016    | <u>Supplies or Services and Prices/Costs</u>  |          |      |            |         |
| 0016AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: BACKPLANE ASSY, TPU<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12470896<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-468-9395<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit<br>Price At Right >---->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit<br>Price Here \$_____.<br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$_____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin |          | EA   |            | \$_____ |

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0017    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |          |
| 0017AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: CABLE ASSY, PRINCIPLE<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12470899<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 5995-01-468-8238</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".<br/>                     The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;.</p> <p>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.</p> <p>Delivery Schedule _____ ARO.</p> <p>No Work Performed Unit Price \$_____.</p> <p>Packaging &amp; Marking - Best Commercial<br/>                     See ATTACHMENT "C"</p> <p>Inspection &amp; Acceptance - ORIGIN</p> <p>FOB: ORIGIN</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> |          | EA   |            | \$ _____ |
| 0018    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |          |
| 0018AA  | <p><u>A3 BRADLEY REPAIR</u></p> <p>NOUN: POWER SUPPLY<br/>                     SECURITY CLASS: Unclassified</p> <p>FSCM: 19200<br/>                     P/N: 12465092-20<br/>                     Security: UNCLASSIFIED</p> <p>NSN: 6120-01-468-8240</p> <p>Estimated Yearly Quantities Are At ATTACHMENT "A".<br/>                     The Ordering Periods Are Set Forth In SECTION "A".</p> <p>Identify Year One, Estimated, Fully-Loaded Unit Price At Right &gt;-----&gt;</p>  |          | EA   |            | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-01-R-0156 MOD/AMD

Name of Offeror or Contractor: EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
|         | Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.<br><br>Delivery Schedule _____ ARO<br><br>No Work Performed Unit Price \$ _____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B002)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin  |          |      |            |          |
| 0019    | <u>Supplies or Services and Prices/Costs</u>   |          |      |            |          |
| 0019AA  | <u>A3 BRADLEY REPAIR</u><br><br>NOUN: CCA, SERVER, X-WINDOW<br>SECURITY CLASS: Unclassified<br><br>FSCM: 19200<br>P/N: 12465086-21<br>Security: UNCLASSIFIED<br><br>NSN: 5998-01-468-8244<br><br>Estimated Yearly Quantities Are At ATTACHMENT "A".<br><br>The Ordering Periods Are Set Forth In SECTION "A".<br><br>Identify Year One, Estimated, Fully-Loaded Unit Price At Right >----->.<br><br>Identify Year Two, Estimated, Fully-Loaded Unit Price Here \$_____.<br><br>Delivery Schedule _____ ARO.<br><br>No Work Performed Unit Price \$ _____.<br><br>Packaging & Marking - Best Commercial<br>See ATTACHMENT "C"<br><br>Inspection & Acceptance - ORIGIN<br><br>FOB: ORIGIN<br><br>(End of narrative B002) |          | EA   |            | \$ _____ |

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**Name of Offeror or Contractor:** EFW INCORPORATED

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin |          |      |            |        |

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| <u>Regulatory Cite</u>       | <u>Title</u>                            | <u>Date</u> |
|------------------------------|---|-------------|
| B-1<br>252.225-7008<br>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

(BA6701)

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**Name of Offeror or Contractor:** EFW INCORPORATED

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF WORK - ATTACHMENT B. Obsolesce will be the responsibility of the Contractor.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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**Name of Offeror or Contractor:** EFW INCORPORATED

## SECTION D - PACKAGING AND MARKING

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

|     |                         |                                     |          |
|-----|-------------------------|-------------------------------------|----------|
| D-1 | 52.211-4503<br>TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |
|-----|-------------------------|-------------------------------------|----------|

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3.

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. 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.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

D-2 Additional information identified within Attachment B - Scope Of Work.

\*\*\* END OF NARRATIVE D 001 \*\*\*

**Name of Offeror or Contractor:** EFW INCORPORATED

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 | 52.246-4               | INSPECTION OF SERVICES - FIXED PRICE        | AUG/1996    |
| E-2 | 52.246-5               | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR/1984    |
| E-3 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT   | FEB/1999    |

The Contractor shall comply with the higher-level quality standard selected below.

| Title  | Number                                 | Date      | Tailoring  |
|--|--|-----------|------------|
| ISO 9001:2000, QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS, 13 DEC 2000, WITH PARAGRAPH 7.3 EXCLUDED | ISO 9002, QUALITY SYSTEMS MODEL FOR QA | 18 JUL 94 | UNTAILORED |

(End of clause)

(EF6002)

|     |             |   |          |
|-----|-------------|---|----------|
| E-4 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL<br>TACOM-RI | MAY/1994 |
|-----|-------------|---|----------|

a. Rework and Repair are defined as follows:

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

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

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

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

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

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)

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**Name of Offeror or Contractor:** EFW INCORPORATED

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E-5 Additional information on Attachment B Scope Of Work

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

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:** EFW INCORPORATED

SECTION F - DELIVERIES OR PERFORMANCE

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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 - ALTERNATE I | AUG/1989    |

F-3 Additional information within Attachment B - Scope Of Work.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

|     | <u>Regulatory Cite</u>  | <u>Title</u>                  | <u>Date</u> |
|-----|-------------------------|-------------------------------|-------------|
| G-1 | 52.232-4500<br>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)

**Name of Offeror or Contractor:** EFW INCORPORATED

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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<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<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                  | MAR/2000    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  | MAR/2000    |
| H-3 | 52.247-4545<br>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)

H-4 Additional information within ATTACHMENT B - Scope Of Work.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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## SECTION I - CONTRACT CLAUSES

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

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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  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-9  | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-10 | 52.216-7               | ALLOWABLE COST AND PAYMENT  | MAR/2000    |
| I-11 | 52.216-8               | FIXED FEE   | FEB/1997    |
| I-12 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-13 | 52.222-26              | EQUAL OPPORTUNITY   | FEB/1999    |
| I-14 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA                          | APR/1998    |
| I-15 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-16 | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA                           | JAN/1999    |
| I-17 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL/2000    |
| I-18 | 52.226-1               | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES                         | JUN/2000    |
| I-19 | 52.228-5               | INSURANCE - WORK ON A GOVERNMENT INSTALLATION   | JAN/1997    |
| I-20 | 52.228-7               | INSURANCE - LIABILITY TO THIRD PERSONS  | MAR/1996    |
| I-21 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | JAN/1991    |
| I-22 | 52.229-5               | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                                    | APR/1984    |
| I-23 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-24 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | MAY/1997    |
| I-25 | 52.232-11              | EXTRAS  | APR/1984    |
| I-26 | 52.232-16              | PROGRESS PAYMENTS   | MAR/2000    |
| I-27 | 52.232-17              | INTEREST  | JUN/1996    |
| I-28 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-29 | 52.232-25              | PROMPT PAYMENT  | MAY/2001    |
| I-30 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION                            | MAY/1999    |
| I-31 | 52.233-1               | DISPUTES  | JAN/1999    |
| I-32 | 52.233-3               | PROTEST AFTER AWARD - ALTERNATE I   | AUG/1989    |
| I-33 | 52.233-3               | PROTEST AFTER AWARD   | OCT/1995    |
| I-34 | 52.242-1               | NOTICE OF INTENT TO DISALLOW COSTS  | APR/1984    |
| I-35 | 52.242-3               | PENALTIES FOR UNALLOWABLE COSTS   | MAY/2001    |
| I-36 | 52.242-4               | CERTIFICATION OF INDIRECT COSTS   | JAN/1997    |
| I-37 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-38 | 52.243-2               | CHANGES - COST-REIMBURSEMENT - ALTERNATE II   | APR/1984    |
| I-39 | 52.243-6               | CHANGE ORDER ACCOUNTING   | APR/1984    |
| I-40 | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
| I-41 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | MAY/2001    |
| I-42 | 52.245-5               | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS) (DEVIATION) | JAN/1986    |
| I-43 | 52.246-24              | LIMITATION OF LIABILITY - HIGH-VALUE ITEMS  | FEB/1997    |
| I-44 | 52.246-25              | LIMITATION OF LIABILITY - SERVICES  | FEB/1997    |
| I-45 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JAN/1997    |

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|------|------------------------|--|-------------|
| I-46 | 52.248-1               | VALUE ENGINEERING  | FEB/2000    |
| I-47 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996    |
| I-48 | 52.249-6               | TERMINATION (COST-REIMBURSEMENT)   | SEP/1996    |
| I-49 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-50 | 52.249-14              | EXCUSABLE DELAYS   | APR/1984    |
| I-51 | 52.251-1               | GOVERNMENT SUPPLY SOURCES  | APR/1984    |
| I-52 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-53 | 252.204-7000<br>DFARS  | DISCLOSURE OF INFORMATION  | DEC/1991    |
| I-54 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-55 | 252.205-7000<br>DFARS  | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| I-56 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995    |
| I-57 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | AUG/2000    |
| I-58 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | AUG/2000    |
| I-59 | 252.225-7031<br>DFARS  | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992    |
| I-60 | 252.227-7027<br>DFARS  | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE   | APR/1988    |
| I-61 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-62 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-63 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-64 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-65 | 252.249-7002<br>DFARS  | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  | DEC/1996    |
| I-66 | 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 Point Of Award through 30 SEPT 2006.

(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

(IP6155)

|      |           |                   |          |
|------|-----------|-------------------|----------|
| I-67 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity of the lowest range of each item, 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 more than the highest quantity of the highest range of each item

(1) Any order for a single item in excess of it's highest range;

(2) Any order for a combination of items in excess of the total of the highest ranges for all items; or

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(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 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-68

52.216-21

REQUIREMENTS

OCT/1995

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPT 2007.

(End of clause)

(IF6031)

I-69

52.232-19

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

APR/1984

Funds are not presently available for performance under this contract beyond FY 2002. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

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**Name of Offeror or Contractor:** EFW INCORPORATED

I-70 52.244-2 SUBCONTRACTS - ALTERNATE I

AUG/1998

(a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

over \$50,000.00

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provision of the contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any to which the Contract did not rely on the subcontractor's cost or pricing data in determining the price

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:** EFW INCORPORATED

objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

(End of clause)

(IF6074)

I-71            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)

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**Name of Offeror or Contractor:** EFW INCORPORATED

I-72 52.203-7 ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

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I-73            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-74            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-75            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)

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**Name of Offeror or Contractor:** EFW INCORPORATED

## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>                         | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--------------------------------------|-------------|------------------------|-----------------------|
| Attachment 001         | A-ATTACHMENT A QUANTITY RANGE        | 17-JUL-2001 | 001                    | EMAIL                 |
| Attachment 002         | B-ATTACHMENT B SCOPE OF WORK         | 11-JUL-2001 | 010                    | EMAIL                 |
| Attachment 003         | C-ATTACHMENT C PACKAGING             | 14-JUN-2001 | 003                    | EMAIL                 |
| Attachment 004         | D-ATTACHMENT D DOCUMENT SUMMARY LIST | 11-JUL-2001 | 001                    | EMAIL                 |
| Attachment 005         | E-ATTACHMENT E CDRLS                 | 11-JUL-2001 | 005                    | EMAIL                 |

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://aaais.ria.army.mil/aaais/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          | Instructions for Completing 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 Documentation of Contract Data Requirements List (CDRL) |             | 2 Pgs                  |
| Attachment 5A          | Disclosure of Lobbying Activities (SF-LLL)                          |             | 3 Pgs                  |

(End of Clause)

(JS7001)

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

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

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

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

(KA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS       | APR/1991    |
| K-2 | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   | JUN/1999    |
| K-3 | 252.209-7001<br>DFARS  | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | MAR/1998    |
| K-4 | 252.209-7004<br>DFARS  | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| K-5 | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II  | MAY/2001    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is \$3,000,000.00.

(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 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS APR/2001

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

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

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(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 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.

|  |  |                      |
|--|--|----------------------|
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(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)

(KF7037)

K-8            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-9            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

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

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

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

(End of Provision)

(KF7020)

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K-10            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-11            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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**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 | 52.233-2 SERVICE OF PROTEST | OCT/1995 |
|-----|-----------------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CAC, Rock Island, IL 61299-7360. 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 GSCBA or within one day of filing a protest with the GAO.

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

(End of Provision)

(LF6254)

|     |  |          |
|-----|--|----------|
| L-2 | 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-3 | 52.215-4510 ELECTRONIC BIDS/OFFERS<br>TACOM-RI | JUL/2001 |
|-----|--|----------|

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.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must



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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-R-0156 <b>MOD/AMD</b> | <b>Page 46 of 46</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** EFW INCORPORATED

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)