

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 60
2. Contract No.	3. Solicitation No. DAAE20-03-R-0022	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003MAR28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2003APR28 (Date).

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

10. For Information Call:	Name NANCY OAKES E-mail address: OAKESN@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-7168
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

A-2	52.201-4501 TACOM-RI NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

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Name of Offeror or Contractor:

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
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 mandate, 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)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

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

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MOD/AMD

Name of Offeror or Contractor:

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

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2
TACOM-RI

JUN/1998

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) 782-6591.

(END OF CLAUSE)

(AS7502)

1. THIS SOLICITATION IS FOR A 4-YEAR REQUIREMENTS CONTRACT. ESTIMATED QUANTITIES AND PRICES SHALL BE IN ACCORDANCE WITH THE ATTACHED PRICING EVALUATION SUMMARY SHEETS (ATTACHMENT 001).

2. A NUCLEAR REGULATORY COMMISSION (NRC) LICENSE IS REQUIRED. THERE IS A REQUIREMENT FOR HIGHER LEVER QUALITY IAW CLAUSE EF6002. THERE IS A REQUIREMENT FOR RADIOACTIVE WIPE TESTING IAW CLAUSE ES7001 AND CS7107.

3. ORDERING PERIODS WILL BE AS FOLLOWS:

ORDERING PERIOD 1: DATE OF AWARD OF FIRST DELIVERY ORDER THROUGH 31 JULY 2004
ORDERING PERIOD 2: 1 AUGUST 2004 THROUGH 31 JULY 2005
ORDERING PERIOD 3: 1 AUGUST 2005 THROUGH 31 JULY 2006
ORDERING PERIOD 4: 1 AUGUST 2006 THROUGH 31 JULY 2007

4. THE ESTIMATED QUANTITY THE GOVERNMENT PLANS TO PROCURE BY ORDERING PERIOD (OP) IS AS FOLLOWS:

	OP1	OP2	OP3	OP4
CLIN 0001	1131	1131	1131	1131
CLIN 0002	478	478	478	478
CLIN 0003	2570	2570	2570	2570
CLIN 0004	116	116	116	116
CLIN 0005	32	32	32	32
CLIN 0006	22	22	22	22
CLIN 0007	32	32	32	32
CLIN 0008	32	32	32	32
CLIN 0009	15	15	15	15
CLIN 0010	20	20	20	20
CLIN 0011	52	52	52	52
CLIN 0012	32	32	32	32
CLIN 0013	32	32	32	32

Name of Offeror or Contractor:

5. THE MAXIMUM MONTHLY DELIVERY QUANTITY FOR ANY COMBINATION OF ITEMS WILL NOT EXCEED 1200 EACH.
6. THE MAXIMUM QUANTITY PER ORDERING PERIOD FOR ANY COMBINATION OF ITEMS WILL NOT EXCEED 8100 EACH.
7. DRAWING 11785530 IS A SOURCE CONTROLLED DRAWING.
8. FOB IS DESTINATION: SHIP TO ADDRESSES WILL BE PROVIDED AT PLACEMENT OF EACH DELIVERY ORDER, HOWEVER, ALL ITEMS WILL BE SHIPPED TO ONE OR MORE OF THE FOLLOWING DESTINATIONS:
- W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER
TRANS OFFICER 256 235 6837 CL V
7 FRANKFORD AVE BLDG 380
ANNISTON, AL 36201-4199
- W25G1U XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILD MISSION DOOR 113 134
NEW CUMBERLAND, PA 17070-5001
- W62G2T XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
TRACY, CA 95376-5000
9. DOMESTIC OFFERORS MUST COMPLY WITH ALL APPLICABLE OSHA AND EPA REGULATIONS AND THE NUCLEAR REGULATORY COMMISSION REQUIREMENTS FOR THE OPERATIONAL PROCESSES, AND MATERIALS USED TO PERFORM THE REQUIREMENTS OF THE SOLICITATION.
- 10 FIRST ARTICLE TEST IS NOT CURRENTLY A REQUIREMENT OF THE SOLICITATION; HOWEVER, IN ACCORDANCE WITH CLAUSES ES 6031 (E-) AND IF 7116 (I-), THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE FIRST ARTICLE TEST IF DEEMED APPROPRIATE.
11. IF OFFEROR INTENDS TO USE THE OFFERED GOVERNMENT FURNISHED TEST EQUIPMENT, RENT-FREE USE OF THIS EQUIPMENT MUST BE REQUESTED IN ADVANCE OF PROPOSAL SUBMISSION. ADDITIONALLY, THE 71-R FORM, LOCATED AT THE STANDARD SOLICITATION ATTACHMENT ON THE OPEN SOLICITATION WEB PAGE, MUST BE APPROPRIATELY COMPLETED AND SUBMITTED WITH THE OFFEROR'S PROPOSAL IN ORDER FOR THE GOVERNMENT TO DETERMINE THE OFFEROR'S TOTAL EVALUATED PRICE IN ACCORDANCE WITH THE USE AND CHARGES (DEVIATION) CLAUSE IF7121, FAR 52.245-9, (I-69), OF THE SOLICITATION.
12. IN ACCORDANCE WITH CLAUSE C-4, CS7102, AVAILABLE TECHNICAL DATA PACKAGE (TDP), ALL TDP'S FOR THIS SOLICITATION WITH THE FOLLOWING EXCEPTIONS WILL BE AVAILABLE ON THE WEB. THE TDP'S THAT WILL NEED A CD-ROM TO BE ORDERED ARE: CLIN'S 0001, TDPL 11729512, 0009, TDPL 10554827, AND 0012, TDPL 11728891.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	FSCM: 19200 PART NR: 11729512 SECURITY CLASS: Unclassified													
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LEVEL, FIRE CONTROL</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 1290-00-257-2769</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE TO BE 187 DAYS ARO.</p> <p>SHIP TO: See Narrative - Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 203 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0022 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002	FSCM: 19200 PART NR: 11729515 SECURITY CLASS: Unclassified													
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 6240-01-051-9606</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE WILL BE 187 DAYS ARO.</p> <p>SHIP TO: See Narrative - Section A</p> <p>W31G1Z X4 W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 246 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XUDEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													
0003	FSCM: 19200 PART NR: 11729559 SECURITY CLASS: Unclassified													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0022 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 MIN: 002 MAX:</p> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 6260-01-043-8209</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE TO BE 187 DAYS ARO.</p> <p>SHIP TO: See Narrative - Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>		EA	\$ _____	\$ _____
0004	<p>FSCM: 19200 PART NR: 11729516 SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION QUANTITY</u></p>		EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0022 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: CELL ASSY, OPTIC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 1240-01-048-0779</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE IS 187 DAYS ARO.</p> <p>SHIP TO: See Narrative - Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFOR AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													
0005	<p>FSCM: 19200 PART NR: 10556229 SECURITY CLASS: Unclassified</p>													
0005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p>		EA	\$ _____	\$ _____									

CONTINUATION SHEET

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

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0006	<p>FSCM: 19200 PART NR: 11730274 SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p> <p><u>Packaging and Marking</u></p>		EA	\$ _____	\$ _____

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	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 MIN: 002 MAX:</p> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 6260-00-257-2770</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY.</p> <p>DELIVER SCHEDULE IS 187 DAYS ARO.</p> <p>SHIP TO: See Narrative Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 257 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>				
0007	<p>FSCM: 19200 PART NR: 11731218 SECURITY CLASS: Unclassified</p>				
0007AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0022 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 MIN:</p> <p>002 MAX:</p> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 6260-00-257-2774</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE IS 187 DAYS ARO</p> <p>SHIP TO: See Narrative Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD RED WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>				
0008	<p>FSCM: 19200</p> <p>PART NR: 11730278</p> <p>SECURITY CLASS: Unclassified</p>				
0008AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LAMP, NUCLEAR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0022 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 MIN: 002 MAX: FOB POINT: Destination SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE NSN: 6260-00-257-2776 FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET. DELIVERY SCHEDULE IS 187 DAYS ARO. SHIP TO: See Narrative Section A W31G1Z X4 WOL7 ANNISTON MUNITION CENTER TRANS OFFICER 256 235 6837 CL V 7 GRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199 W25G1U XU TRANSPORTATION OFFICER DEPOT NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 389 4307 TRACY, CA 95376-5000 (End of narrative F001)				
0009	FSCM: 19200 PART NR: 10554827 SECURITY CLASS: Unclassified				
0009AA	<u>PRODUCTION QUANTITY</u> NOUN: LEVEL ASSEMBLY, FIRE CONTROL <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DEL REL CD QUANTITY DAYS AFTER AWARD 001 MIN: 002 MAX: FOB POINT: Destination		EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 1290-01-048-0193</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE IS 187 DAYS ARO</p> <p>SHIP TO: See Narrative Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITION CENTER TRAMS OFFICER 257 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>													
0010	<p>FSCM: 19200</p> <p>PART NR: 11729551</p> <p>SECURITY CLASS: Unclassified</p>													
0010AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LEVE ASSEMBLY, FIRE CONTROL</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD												
001	MIN:													
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	NSN: 1290-01-046-3687 FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET. DELIVER SCHEDULE IS 187 DAY ARO. SHIP TO: See Narrative Section A W31G1Z X4 WOL7 ANNISTON MUNITION CENTER TRANS OFFIER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199 W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-500 (End of narrative F001)													
0011	FSCM: 19200 PART NR: 11731222 SECURITY CLASS: Unclassified													
0011AA	<u>PRODUCTION QUANTITY</u> NOUN: LAMP, NUCLEAR <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> FOB POINT: Destination SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE NSN: 6260-00-257-2773 FOR QUANTITY AND PRICE RANGES SEE THE	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	ATTACHED PRICE EVALUATION SUMMARY SHEET. DELIVERY SCHEDULE IS 187 DAYS ARO. SHIP TO: See Narrative Section A W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199 W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 W62G2T XU DEF DIST DEPOT SAN JOAQUIN 28600 S CHRISMAN ROAD REC WHSE 10 209 839 4307 TRACY, CA 95376-5000 (End of narrative F001)													
0012	FSCM: 19200 PART NR: 11728891 SECURITY CLASS: Unclassified													
0012AA	<u>PRODUCTION QUANTITY</u> NOUN: LAMP, NUCLEAR <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0" data-bbox="264 1528 824 1602"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> FOB POINT: Destination SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE NSN: 6260-01-135-3161 FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET. DELIVERY SCHEDULE IS 187 DAYS ARO. SHIP TO: See Narrative Section A	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>													
0013	<p>FSCM: 19200 PART NR: 11730292 SECURITY CLASS: Unclassified</p>													
0013AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CELL ASSY, OPTICAL</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>MIN:</td> <td></td> </tr> <tr> <td>002</td> <td>MAX:</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: ADDRESS TO BE FURNISHED AT A LATER DATE</p> <p>NSN: 1240-00-257-2759</p> <p>FOR QUANTITY AND PRICE RANGES SEE THE ATTACHED PRICE EVALUATION SUMMARY SHEET.</p> <p>DELIVERY SCHEDULE IS 187 DAYS ARO.</p> <p>SHIP TO: See Narrative Section A</p> <p>W31G1Z X4 WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	MIN:		002	MAX:			EA	\$ _____	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>												
001	MIN:													
002	MAX:													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ANNISTON, AL 36201-4199</p> <p>W25G1U XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>(End of narrative F001)</p>				

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Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL with revisions in effect as of (except as follows):

CLIN	TDPL	DATE	EXCEPTIONS
0001	11729512	02/15/02	SEE ATTACHMENT 002 - SECTION C REV A 11729512
0002	11729515	09/13/00	SEE ATTACHMENT 003 - SECTION C RESUBMITTAL 11729515
0003	11729559	11/08/00	SEE ATTACHMENT 004 - SECTION C REV A 11729559
0004	11729516	05/17/02	SEE ATTACHMENT 005 - SECTION C REV A 11729516
0005	10556229	04/03/02	SEE ATTACHMENT 006 - SECTION C REV A 10556229
0006	11730274	05/08/02	SEE ATTACHMENT 007 - SECTION C REV A 11730274
0007	11731218	02/19/02	SEE ATTACHMENT 008 - SECTION C REV A 11731218
0008	11730278	02/14/02	SEE ATTACHMENT 009 - SECTION C REV A 11730278
0009	10554827	05/10/02	SEE ATTACHMENT 010 - SECTION C 10554827
0010	11729551	05/28/02	SEE ATTACHMENT 011 - SECTION C REV B 11729551
0011	11731222	05/09/02	SEE ATTACHMENT 012 - SECTION C REV A 11731222
0012	11728891	05/15/02	SEE ATTACHMENT 013 - SECTION C REV A 11728891
0013	11730292	05/10/02	SEE ATTACHMENT 014 - SECTION C REV A 11730292

(CS6100)

C-2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-3	52.210-4515 TACOM-RI	RADIOACTIVE WIPE TEST PROCEDURE (STATEMENT OF WORK)	JUL/2000
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Name of Offeror or Contractor:

1. Scope. This Statement of Work describes the procedures used to perform a wipe test on radioactive devices. The wipe test is conducted on devices containing Hydrogen-3 (Tritium), Nickel-63, and Americium-241. The Wipe Test is intended to verify that devices containing radioactive material do not impose a threat to the environment or to an individual's health. The removable activity shall not exceed 1,000 disintegrations per minute (DPM).

2. Applicable Documents for Hydrogen-3 (Tritium) & Nickel-63.

ANSI N42.9-1972

Standard Test Procedures for Photomultipliers for Scintillation Counting and Glossary for Scintillation Counting Field

ANSI N42.15-1980

American National Standard Performance Verification of Liquid Scintillation Counting System

ANSI N42.16-1986

American National Standard Specifications for Sealed Radioactive Check Sources Used in Liquid Scintillation Counters

3. Requirements.

3.1 When conducting wipe testing for Hydrogen-3 (Tritium) and Nickel-63, the suitable filter for liquid scintillation (LS) is a cellulose nitrate filter which dissolves or becomes transparent when mixed with LS fluid. Use only one type of filter and ensure that the liquid scintillation counter is calibrated using the same type of filter for background as is used to take all the nickel and tritium wipes. Dampen the filter (with distilled water) prior to wiping the device. The suitable filter paper for Americium-241 (Am-241) is a pressure-sensitive smear.

3.2 Using moderate finger pressure, wipe the radioactive surface (not to exceed a 4 by 4 inch square) of the device with filter paper.

3.2a For tritium devices, the radioactive surface is the external area adjacent to the source(s).

3.2b When performing this procedure on the Chemical Agent Monitor (CAM) (Nickel-63), the area to be wiped is the exterior surface of the CAM around the protective cap of the nozzle.

3.2c For the M43A1 Chemical Agent Detector (Americium-241), separate the top case assembly from the bottom case assembly. There are two areas which shall be wiped with a single wipe - the exposed area of the cell module and the area around the exit port.

3.3 Place wiped filter papers for Hydrogen-3 (Tritium) & Nickel-63 items in scintillation counter vials with 1 ml of distilled water. For Am-241 wipes place each filter into a sealable plastic bag. Assure the bags or vials are identified and traceable to the item tested.

3.4 Prepare the wipe for analysis according to the filter used. These analysis procedures shall be operated in accordance with the manufacturer's recommendations.

3.4a Wipe analysis for Hydrogen-3 (Tritium) & Nickel-63 items shall be analyzed on a liquid scintillation counter. Operate the liquid scintillation counter in accordance with the documents cited in paragraph 2 above.

3.4b Wipe analysis for the M43A1 Chemical Agent Detector shall be analyzed by a gas flow proportional counting system or equivalent alpha detection instrumentation. The gas flow proportional counting system used to evaluate wipe tests shall be calibrated by an alpha reference source traceable to the National Institute of Standards & Technology at least every three months, and checked by an alpha reference source prior to each day's operational.

3.5 Test results including a record of the amount of activity of each sample and verification of performance of the liquid scintillation counting system for Hydrogen-3 (Tritium) and Nickel-63 items are to be provided as specified in the Data Item Description (DID). Results of instrument calibration, required in paragraph 3.4b above for flow proportional counting (Americium-241), will be submitted to the government.

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Name of Offeror or Contractor:

(End of Statement of Work)

(CS7107)

C-4 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP) APR/2000
TACOM RI

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

THE FOLLOWING TDP'S WILL NOT BE AVAILABLE ON THE WEB: CLIN 0001, 11729512, CLIN 0009, 10554827, AND CLIN 0012, 11728891.

(End of Clause)

(CS7102)

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	MAR/2003
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a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY

Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: 0001 P11729512, REV E, DATED 19 JUN 96; 0002 P11729515, REV C DATED 4 OCT 96; 0003 P11729559, REV C DATED 11 SEP 96; 0004 P11729516, REV B DATED 31 AUG 00; 0005 P10556229, REV B DATED 29 SEP 00; 0006 P11730274, REV D DATED 29 SEP 00; 0007 P11731218, REV B DATED 10 FEB 84; 0008 P11730278, REV V DATED 10 FEB 84; 0009 P10554827, REV C DATED 31 AUG 00; 0010 P11729551, REV C DATED 1 APR 92; 0011 P11731222, REV C DATED 10 JUL 00; 0012 P11728891, REV B DATED 31 AUG00; AND 0013 P11730292, REV D DATED 18 APR 02.

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds or 54 inches in height and shall allow for two rows of unit loads to be loaded side by side across the width of a standard ISO freight container (ref.ISO 668). The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 1997 including bar coding. 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 materiel will not identify the nature of the materiel.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL)for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).

Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

d. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

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

f. SUPPLEMENTAL INSTRUCTIONS:

CLIN 0001 - DELETE RADIOACTIVE STATEMENT IN BLOCK 19 AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

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

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MOD/AMD

Name of Offeror or Contractor:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0002 - N/A

CLIN 0003 - N/A

CLIN 0004 - IN BLOCK 17 NOTES/DRAWINGS DELETE NOTE (A) AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2911."

CLIN 0005 - DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117. DELETE NOTE (A) IN BLOCK OF SPI 10556229 AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2911."

CLIN 0005 - DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117. DELETE NOTE (A) IN BLOCK OF SPI 10556229 AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2911."

CLIN 0006 - IN BLOCK 17, NOTES/DRAWINGS DELETE NOTE (A) AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: " THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2911."

CLIN 0007 - DELETE MIL-P-14232 AND REPLACE WITH MIL-STD-2073-1. ADD THE FOLLOWING RADIOACTIVE STATEMENT: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0008 - DELETE MIL-P-14232 AND REPLACE WITH MIL-2073-1. ADD THE FOLLOWING RADIOACTIVE STATEMENT: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

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

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MOD/AMD

Name of Offeror or Contractor:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0009 - DELETE MIL-P-130 AND REPLACE WITH MIL-PRF-130. DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117. IN BLOCK 17 NOTES/DRAWING DELETE PARAGRAPH (A) AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN 2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0010 - IN BLOCK 19 NOTES/DRAWINGS, DELETE NOTES **AND** AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0011 - IN BLOCK 17. NOTES AND DRAWINGS DELETE PARAGRAPH (A) AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC:

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0012 - IN BLOCK 17. NOTES/DRAWINGS DELETE NOTE (A) AND REPLACE WITH THE FOLLOWING: A NOTICE MUST BE ENCLOSED IN OR ON THE PACKAGING, INCLUDED WITH THE PACKING LIST, OR OTHERWISE FORWARDED WITH THE PACKAGE. THIS NOTICE MUST INCLUDE THE NAME OF THE CONSIGNOR OR CONSIGNEE AND ONE OF THE FOLLOWING STATEMENTS DEPENDENT UPON WHETHER THE DESTINATION IS INTERNATIONAL OR DOMESTIC.

DOMESTIC: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2910."

INTERNATIONAL: "THIS PACKAGE CONFORMS TO THE CONDITIONS AND LIMITATIONS SPECIFIED IN 49 CFR 173.424 FOR RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS OR ARTICLES, UN2911."

CLIN 0013 - SEE SPI AT ATTACHMENT 020

(End of clause)

(DS6415)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
()	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPH 7.3
()	QUALITY SYSTEMS-MODEL FOR QA	ISO 9002	1994	UNTAILORED

(End of clause)

(EF6002)

E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall consist of:

3 EACH CLIN 0001 P/N: 11729512, Level Fire Control; 3 Each CLIN 0002 P/N: 11729512, Lamp, Nuclear; 3 Each CLIN 0003 P/N: 11729559, Lamp, Nuclear Assembly; 3 Each CLIN 0004 P/N: 11729512, Cell Assembly, Optical; 3 Each CLIN 0005 P/N: 10556229, Lamp, Nuclear; 3 Each CLIN 0006 P/N: 11730274, Lamp, Nuclear; 3 Each CLIN 0007 P/N: 11731218, Lamp, Nuclear; 3 Each CLIN 0008 P/N: 11730278, Lamp, Nuclear; 3 Each CLIN 0009 P/N: 10554827, Level Assembly, Fire Control; 3 Each CLIN 0010 P/N: 11729551, Level, Fire Control; 3 Each CLIN 0011 P/N: 11731222, Lamp, Nuclear; 3 Each CLIN 0012 P/N: 11728891, Lamp Nuclear; and 3 Each CLIN 0013 P/N: 11730292, Optical Cell Assembly.

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C, Bldg 62, 2nd Floor NW, Rock Island, IL 61299-7300.

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

(End of Clause)

(ES6016)

E-5 52.246-4533 SURFACE QUALITY STANDARDS MAR/2001
TACOM-RI

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in APPENDIX I of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000. Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

Name of Offeror or Contractor:

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000.

(End of Clause)

(ES6018)

E-6 52.246-4527 WIPE TESTING FOR RADIOACTIVE MATERIAL MAR/2001
TACOM-RI

a. The Contractor shall have an independent testing laboratory conduct wipe testing and analysis on the deliverable end item as described in the Statement of Work entitled "Radioactive Wipe Test Procedure". The sample for wipe testing may be submitted to the independent testing laboratory of the Contractor may request that an independent testing laboratory representative perform wipe testing at the Contractor's facility as long as the wipe tests are analyzed at the independent testing laboratory.

b. Wipe Test sampling shall be conducted as follows:

(1) A wipe test shall be performed on the entire First Article sample (if required), or on the first production lot (if First Article Test is not required) per the table below.

(2) From the production lots as defined above, a random sample shall be selected for wipe testing in accordance with the table below:

Lot Size	Sample Size
1 - 30	All
31 - 50	30
51 - 100	37
101 - 200	40
201 - 300	43
301 - 400	44
401 - 2,000	45
2,001 - 100,000	75

c. Prior to selection of the wipe test sample, the lot shall have met all other contract requirements. A sample shall not be submitted from the rejected lot unless authorized by the Contracting Officer.

d. Sample units shall be randomly selected from the entire lot by the Government Quality Assurance Representative.

e. The NRC requires radiation exposures to be as low as reasonable achievable (ALARA), see 10 CFR 20.1101. But, in any case, failure of any sample unit to meet the maximum activity level of no more than 1,000 Disintegrations Per Minute shall be cause for the Government to halt further product acceptance and for the Contractor to immediately perform a failure analysis and take corrective action. The failure analysis, in addition to isolating the root cause of the excessive activity level, shall include the Contractor's assessment with rationale as to the extent the condition is present in both in process and delivered product (i.e., identification of the suspect items). The Contractor's corrective action shall address the positive measures taken to prevent recurrence of the condition in the future as well as corrective actions to be taken on all suspect product. Both the failure analysis and corrective action shall be subject to review and approval by the Government prior to re-initiation of Government product acceptance.

f. The independent testing laboratory employed by the Contractor must be licensed by the Nuclear Regulatory Commission (NRC), or the applicable NRC Agreement State, or by the equivalent regulatory agency when the independent testing laboratory is located outside the United States. The Rock Island Arsenal (RIA) Radiation Test Lab, SMARI-ESM, Building 210, 4th Floor, Rodman Avenue, Rock Island, IL 61299-5000 is licensed by the NRC to perform leak testing services. The subcontracting under this solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded activities are available as potential subcontractors. Working capital funded facilities with capability within the Army include RIA. The RIA Radiation Test Lab point of contact is Thomas G. Gizicki, Program Manager, DSN 793-7889, or commercial (309) 782-7889, FAX extension 5038, email: gizickit@ria.army.mil or SMARI-ES@ria.army.mil.*

g. The independent testing laboratory must be able to verify the performance of the instrumentation used to analyze the wipe tests.

Name of Offeror or Contractor:

Documentation shall be provided in accordance with the Data Item Description.

(End of clause)

(ES7001)

E-7 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
 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:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

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

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-R-0022

MOD/AMD

Name of Offeror or Contractor:

clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is oakesn@ria.army.mil. The data fax number for submission is (309) 782-1616, ATTN: NANCY OAKES.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:

(End of Clause)

(HS6510)

H-6 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

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

Shipped From:

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

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

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

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	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-13	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-16	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-19	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-20	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-22	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-23	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-24	52.232-1	PAYMENTS	APR/1984
I-25	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-26	52.232-11	EXTRAS	APR/1984
I-27	52.232-17	INTEREST	JUN/1996
I-28	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-29	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-30	52.232-25	PROMPT PAYMENT	FEB/2002
I-31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.242-13	BANKRUPTCY	JUL/1995
I-35	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-36	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-37	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-39	52.248-1	VALUE ENGINEERING	FEB/2000
I-40	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-41	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-43	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-44	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001

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

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MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	DFARS 252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-47	DFARS 252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
I-48	DFARS 252.225-7009	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
I-49	DFARS 252.225-7012	COMPONENTS) PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-50	DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-51	DFARS 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
I-52	DFARS 252.231-7000	ENTERPRISES-DOD CONTRACTS SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-53	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-54	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-55	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-56	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-57	DFARS 252.246-7000	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL	DEC/1991
I-58	DFARS 52.216-18	INSPECTION AND RECEIVING REPORT 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 30 MAR 03 through 30 MAR 07 .

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

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

End of Clause

(IF6155)

I-59	52.216-21	REQUIREMENTS	OCT/1995
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(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

Name of Offeror or Contractor:

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 JUN 07.

(End of clause)

(IF6031)

I-60

52.232-16

PROGRESS PAYMENTS

DEC/2002

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

Name of Offeror or Contractor:

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

Name of Offeror or Contractor:

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

Name of Offeror or Contractor:

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Unfinalized Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under unfinalized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is finalized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for unfinalized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the unfinalized contract action as long as the contract action remains unfinalized. The amount of unliquidated progress payments for unfinalized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the unfinalized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30TH date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IP6187)

Name of Offeror or Contractor:

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

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

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

(End of Clause)

(IF7210)

I-62

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)

Name of Offeror or Contractor:

of this clause.

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

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

(End of Clause)

(IF7211)

I-63 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997
II

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

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

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

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

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

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

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

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

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

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Name of Offeror or Contractor:		

(IF7116)

I-64 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/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-65 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-66 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS JAN/1999
CONCERNS.

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

Name of Offeror or Contractor:

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

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

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

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

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

_____ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

(IF7004)

I-67

52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

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

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

(End of clause)

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Name of Offeror or Contractor:

(IF7114)

I-68 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(IF7701)

I-69 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

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

(c) Rental charge.

Name of Offeror or Contractor:(1) Real property and associated fixtures.

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

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

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

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

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

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

I-70

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)

Name of Offeror or Contractor:

I-71 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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

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

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

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 001	PRICE EVALUATION SUMMARY SHEET		003	
Attachment 002	SECTION C REV A 11729512		001	
Attachment 003	SECTION C RESUBMITTAL 11729515		001	
Attachment 004	SECTION C REV A 11729559		001	
Attachment 005	SECTION C REV A 11729516		002	
Attachment 006	SECTION C REV A 10556229		001	
Attachment 007	SECTION C REV A 11730274		001	
Attachment 008	SECTION C REV A 11731218		001	
Attachment 009	SECTION C REV A 11730278		001	
Attachment 010	SECTION C 10554827		001	
Attachment 011	SECTION C REV B 11729551		002	
Attachment 012	SECTION C REV A 11731222		001	
Attachment 013	SECTION C REV A 11728891		001	
Attachment 014	SECTION C REVV A 11730292		001	
Attachment 015	DOCUMENT SUMMARY LIST		001	
Attachment 016	QUALITY ASSURANCE PERFORMANCE/DATA REQUIREMENTS	10-JUL-2002	001	
Attachment 017	APPENDIX I		001	
Attachment 018	SECTION L		004	
Attachment 019	SECTION M		004	
Attachment 020	CLIN 0013 SPI 11730292, REV D	18-APR-2002	001	

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	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
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

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Name of Offeror or Contractor:

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I	APR/2002
(a)(1)	The North American Industry Classification System (NAICS) code for this acquisition is 335129 .		
(2)	The small business size standard is 500.		
(3)	The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.		
(b)	Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.		
(2)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.		
(3)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.		
(4)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -		
(i)	it ___is ___is not a veteran-owned small business concern.		
(5)	(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ___is ___is not a service-disabled veteran-owned small business concern.		
(6)	(Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -		
(i)	it ___is ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and		
(ii)	it ___is		

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___ is not

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

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

(c) Definitions. As used in this provision -

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

(1) Means a small business concern -

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

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

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

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

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

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

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

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

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d),

Name of Offeror or Contractor:

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)

(KF6014)

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

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

(End of Provision)

(KF7005)

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

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

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

OFFEROR RECOMMENDATIONS

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

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

(End of Provision)

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are ()
are not ()

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

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of 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 evasions, or receiving stolen property; and

(C) Are ()
are not ()

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-R-0022	Page 54 of 60 MOD/AMD
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Name of Offeror or Contractor:

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

The offeror represents that -

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

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

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

(End of Provision)

(KF7057)

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

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-12 252.247-7022 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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE I	OCT/1997
L-3	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIXED PRICE REQUIREMENTS contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-6	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, AMSTA-LC-CFA-C. 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 within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

L-7	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

(End of Provision)

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provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

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

Vendor's Electronic Mail Address:

(End of provision)

(LS7013)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

(MA7001)

Regulatory Cite	Title	Date
M-1 15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997

The following are the evaluation factors for award:

PAST PERFORMANCE, SMALL BUSINESS UTILIZATION, AND PRICE.

(MF6012)

M-2 9.306(c) FAR FIRST ARTICLE APPROVAL

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

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

(End of Provision)

(MF7007)

M-3 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998
DFARS

(a) Does the offeror propose to furnish--

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

Yes () No ()

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

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

Yes () No ()

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

Yes () No ()

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

\$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be

Name of Offeror or Contractor:

reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

M-4	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	FEB/1996
	TACOM-RI		

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

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

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

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

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

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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

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

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

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

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

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

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

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

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well

Name of Offeror or Contractor:

as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

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

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

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

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

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

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

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

(End of provision)

(MS7006)