

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 38
2. Contract No.	3. Solicitation No. DAAE20-03-R-0095	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003SEP11	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-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 _____ (hour) local time 2003OCT14 (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 JOSE OLIVA E-mail address: OLIVAJ@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3411
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	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 <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-R-0095

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS SOLICITATION IS A FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AND IS 100 PERCENT SMALL BUSINESS SET-ASIDE. IT HAS THREE ORDERING PERIODS.

2. ALL THREE CABLE ASSEMBLIES HAVE FIRST ARTICLE REQUIREMENTS. PLEASE REFER TO SECTION E FOR COMPLETE INFORMATION CONCERNING THE FIRST ARTICLE REQUIREMENTS.

NOTE: CLAUSE LS7025:

IN ACCORDANCE WITH FAR 8.602 AND DFARS 208.602, THE SUPPLIES COVERED BY THIS SOLICITATION ARE DETERMINED TO BE PRODUCTS FURNISHED BY FEDERAL PRISON INDUSTRIES (FPI). A DETERMINATION HAS BEEN MADE TO SEEK PROPOSALS FROM THE PRIVATE SECTOR. HOWEVER, THIS DOES NOT PRECLUDE THE PARTICIPATION OF FPI IN THE COMPETITION. NOTWITHSTANDING THE INCLUSION OF ANY SET-ASIDE PROVISION OR CLAUSE IN THIS SOLICITATION, AWARD MAY BE MADE TO FPI, EVEN IF THIS SOLICITATION IS SUBJECT TO A SET-ASIDE PROVISION.

A. THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED FOR EACH CLIN FOR ALL PRICING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THIS SOLICITATION.

1. FOR PURPOSES OF EVALUATING CLINS 0001 THROUGH 0003, THE PROPOSED UNIT PRICES FOR EACH QUANTITY ORDER RANGE WILL BE MULTIPLIED BY THE WEIGHT OF THE RANGE AND THE MAXIMUM ORDER QUANTITY OF THE RANGE TO DETERMINE A WEIGHTED PRICE. THE EVALUATED PRICE FOR EACH PRICING PERIOD WILL BE THE SUM OF THE WEIGHTED PRICES FOR ALL QUANTITY ORDER RANGES. THE EVALUATED CLIN PRICE IS THE SUM OF THE EVALUATED PRICES FOR ALL PRICING PERIODS, PLUS THE FIRST ARTICLE TEST (FAT) PRICE AS REQUIRED (ATTACHEMENT 002). INCLUSION OF FAT PRICES IN THE EVALUATION WILL BE DEPENDENT UPON WHETHER OR NOT AN OFFEROR HAS RECEIVED APPROVAL OF A WAIVER OF THE FAT REQUIREMENT PRIOR TO EVALUATION.

2. EACH CLIN WILL BE EVALUATED SEPARATELY. A TOTAL EVALUATED PRICE WILL BE DETERMINED BY ADDING THE EVALUATED CLIN PRICE, AND ANY OTHER PRICE RELATED EVALUATION FACTORS REQUIRED BY THE SOLICITATION.

B. IF AN OFFEROR FAILS TO PROPOSE FOR ALL QUANTITIES ON ALL PRICING PERIODS, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

3. THE CONTRACT DATA REQUIREMENTS LIST (CDRL) AND THE DOCUMENT SUMMARY LIST (DSL) ARE PROVIDED AS ATTACHMENTS AND EXHIBITS.

4. A "GUARANTEED MINIMUM" QUANTITY OF 80 EACH CABLE ASSEMBLY, SPEC NSN: 5995-01-171-8303, P/N 12328629, 100 EACH CABLE ASSEMBLY, POWER, NSN: 6150-01-324-2219 P/N 13349213, AND 50 EACH CABLE ASSEMBLY, POWER, NSN: 6150-01-324-2218 P/N 13349211 WILL BE OBLIGATED AT THE TIME OF AWARD. THIS "GUARANTEED MINIMUM" QUANTITY OF 80 EACH P/N 12328629, 100 EACH P/N 13349213 AND 50 EACH P/N 13349211 IS THE GOVERNMENT'S MAXIMUM LIABILITY UNDER THIS PROPOSED SOLICITATION. ALL OTHER ESTIMATED BUY QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

5. FOLLOWING ARE THE DATES OF THE ORDERING PERIODS COVERED BY THIS SOLICITATION.

ORDERING PERIOD ONE AWARD DATE - 31 DEC 2004
ORDERING PERIOD TWO 1 JAN 2005 - 31 DEC 2005
ORDERING PERIOD THREE 1 JAN 2006 - 31 DEC 2006

6. THE GOVERNMENT'S PROJECTED ESTIMATED AND MAXIMUM BUY QUANTITIES, AS SET FORTH IN THE FOLLOWING TABLE, REPRESENT THE BEST ESTIMATE OF ACTUAL OR PROJECTED REQUIREMENTS PER ORDERING PERIOD AND ARE BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND AND PROJECTED DEMAND. THESE QUANTITIES MAY BE IMPACTED BY MANY UNFORESEEN FACTORS, INCLUDING MOBILIZATION REQUIREMENTS, BUDGETARY INFLUENCE AND CHANGING TECHNOLOGIES.

CABLE ASSEMBLY, SPEC NSN: 5995-01-171-8303, PART NUMBER 12328629

CLIN 0001	ESTIMATED QUANTITIES	MINIMUM QUANTITY	MAXIMUM QUANTITIES
ORDERING PERIOD ONE:	300 EACH	25 EACH	550 EACH
ORDERING PERIOD TWO:	140 EACH	25 EACH	550 EACH
ORDERING PERIOD THREE:	180 EACH	25 EACH	550 EACH

CABLE ASSEMBLY, POWER NSN: 6150-01-324-2219, PART NUMBER 13349213

CLIN 0002	ESTIMATED QUANTITIES	MINIMUM QUANTITY	MAXIMUM QUANTITIES
ORDERING PERIOD ONE:	360 EACH	25 EACH	550 EACH
ORDERING PERIOD TWO:	170 EACH	25 EACH	550 EACH
ORDERING PERIOD THREE:	190 EACH	25 EACH	550 EACH

CABLE ASSEMBLY, POWER NSN: 6150-01-324-2218, PART NUMBER 13349211

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Name of Offeror or Contractor:

CLIN 0003	ESTIMATED QUANTITIES	MINIMUM QUANTITY	MAXIMUM QUANTITIES
ORDERING PERIOD ONE:	190 EACH	25 EACH	550 EACH
ORDERING PERIOD TWO:	80 EACH	25 EACH	550 EACH
ORDERING PERIOD THREE:	180 EACH	25 EACH	550 EACH

IT SHOULD BE NOTED THAT THE ESTIMATED QUANTITY FOR ORDERING PERIOD ONE INCLUDES THE "GUARANTEED MINIMUM" QUANTITY OF 80 EACH, 100 EACH AND 50 EACH RESPECTIVELY.

7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT. WITH FIRM DELIVERY DATES AND SHIP TO ADDRESSES, USING THE UNIT PRICE PROPOSED BY THE APPLICABLE QUANTITY RANGE BY PRICING PERIOD.
8. THE QUANTITY RANGES FOR EACH ORDERING PERIOD, AS SHOWN ON THE PRICING EVALUATION SUMMARY SHEET, ATTACHMENT 002, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT THE GOVERNMENT WISHES TO PLACE ORDERS BEYOND THE INSTANT GUARANTEED MINIMUM OF 80 EACH CABLE ASSEMBLY SPEC, NSN 5995-01-171-8303 PART NUMBER 12328629, 100 EACH CABLE ASSEMBLY POWER, NSN: 6150-01-324-2219 PART NUMBER 13349213 AND 50 EACH CABLE ASSEMBLY POWER, NSN: 6150-01-324-2218 PART NUMBER 13349211 RESPECTIVELY. SEE SECTIONS L AND M OF THIS SOLICITATION. SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS. SECTION M - EVALUATION FACTORS FOR AWARD.
9. THE PROPOSED UNIT PRICE FOR ALL ORDERING PERIODS AND QUANTITY RANGES SHALL BE MARKED IN THE PRICE EVALUATION SUMMARY SHEET, ATTACHMENT 002.
10. ALL DELIVERY ORDERS WILL BE ISSUED USING THE UNIT PRICE PROPOSED FOR THE APPLICABLE ORDERING PERIOD AND QUANTITY RANGE.
11. THE DELIVERY SCHEDULES AND MONTHLY PRODUCTION REQUIREMENTS ARE AS FOLLOWS:

ITEM	WITH FIRST ARTICLE DAYS AFTER RECEIPT OF ORDER	WITHOUT FIRST ARTICLE DAYS AFTER RECEIPT OF ORDER	MONTHLY PRODUCTION RATE
CABLE ASSEMBLY, SPEC CLIN 0001	180 DAYS	120 DAYS	54
CABLE ASSEMBLY, POWER CLIN 0002	180 DAYS	120 DAYS	63
CABLE ASSEMBLY, POWER CLIN 0003	180 DAYS	120 DAYS	20

REQUEST THAT EVERY EFFORT BE MADE TO EXPEDITE DELIVERIES OF THE CABLE ASSEMBLIES. IT MAY BE NECESSARY TO MODIFY THE CONTRACT TO REQUEST ACCELERATED DELIVERIES OF THE CABLE ASSEMBLIES.

PLEASE REFER TO SECTION E FOR COMPLETE INFORMATION CONCERNING FIRST ARTICLES' REQUIREMENTS.

12. THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS SOLICITATION.

TACOM-ROCK ISLAND
AMSTA-LC-CAC
ROCK ISLAND, IL 61299-7630

*** END OF NARRATIVE A 001 ***

1. REQUEST YOUR OFFER REMAIN VALID FOR 120 DAYS.
2. DATAFAX NUMBER FOR AMSTA-LC-CAC IS 309-782-0713.
3. REQUEST YOU CERTIFY TO ALL CLAUSES IN SECTION K.
4. PLEASE PROVIDE YOUR DUNS NUMBER: _____

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MOD/AMD

Name of Offeror or Contractor:

5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: _____

6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: _____

7. PLEASE PROVIDE YOUR E-MAIL ADDRESS: _____

*** END OF NARRATIVE A 002 ***

<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.

(End of Clause)

(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;

Name of Offeror or Contractor:

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION FEB/2003
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

A-4 52.204-4506 PUBLIC ACTIVITY INVOLVEMENT FEB/2003
TACOM-RI

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

(End of Clause)

AS7005

A-5 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

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

(END OF CLAUSE)

(AS7003)

A-6 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

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

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

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

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PIIN/SIIN DAAE20-03-R-0095

MOD/AMD

Name of Offeror or Contractor:A-8 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(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)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: CABLE ASSEMBLY, SPEC NSN: 5995-01-171-8303 FSCM: 19207 PART NUMBER: 12328629</p> <p>ENTER PRICES FOR ALL RANGES ON PRICING EVALUATION SHEET: ATTACHMENT 0002</p> <p>ONLY TACOM-RI IS AUTHORIZED TO ISSUE DELIVERY ORDERS AGAINST THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: CABLE ASSEMBLY, POWER NSN: 6150-01-324-2219 FSCM: 18876 PART NUMBER: 13349213</p> <p>ENTER PRICES FOR ALL RANGES ON PRICING EVALUATION SHEET: ATTACHMENT 002</p> <p>ONLY TACOM-RI IS AUTHORIZED TO ISSUE DELIVERY ORDERS AGAINST THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-R-0095 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>NOUN: CABLE ASSEMBLY, POWER NSN: 6150-01-324-2218 FSCM: 18876 PART NUMBER: 13349211</p> <p>ENTER PRICES FOR ALL RANGES ON PRICING EVALUATION SHEET: ATTACHMENT 002</p> <p>ONLY TACOM-RI IS AUTHORIZED TO ISSUE DELIVERY ORDERS AGAINST THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-R-0095

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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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 12328629 with revisions in effect as of 03/05/2003 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCURMENT ACTION (S):

ALL PRODUCT DRAWINGS AND ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD:

DISTRIBUTION STATEMENT A.

DOCUMENT	DELETE	REPLACE WITH
12329080	MIL-T-10727	ASTM B339
12329081	"	"
12329082	"	"

DWG 12295791 VENDOR NAME AND ADDRESS CHANGE:

FROM: RAYCHEM CORP TO: TYCO ELECTRONIC/RAYCHEM
 305 CONSTITUTION DRIVE
 MELO PARK, CA 94205-1164
 650-361-3664

DWG 12295791 VENDOR NAME TO: 3M ELECTRICAL SPECIALTIES DIV.
 3M AUSTIN CENTER
 6801 RIVER PLACE BLVD
 AUSTIN, TX 78726
 512-984-5047

DWG 12293266 VENDOR NAME CHANGE TO: TYCO ELECTRONICS/RAYCHEM
 PHONE NO. 650-361-3664
 DELETE PART NUMBER 202F162 THRU 202F963

DELETE VENDOR: MINNESOTA MINING AND MFG CO. IN ITS ENTIRETY

*

TDPL 13349213 WITH REVISIONS EFFECTIVE AS OF: 02/27/2003

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION (S):

ALL PRODUCT DRAWINGS AND ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD:

DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DRAWING 11821388, DELETE MIL-P-3584A ON PAGE 2.
 CHANGE METHOD 4031 OF FED STD 406 TO TEST METHOD OF MIL-M-24041C.

SPEC 11821388, S-006, 4.4.1 SAMPLING FOR QUALITY CONFORMANCE INSPECTION. - DELETE PARAGRAPH. REPLACE WITH - "SAMPLING FOR QUALITY CONFORMANCE INSPECTION. SAMPLING FOR ACCEPTANCE INSPECTIONS SHALL BE CONDUCTED ON A RANDOM SAMPLE SELECTED FROM EACH INSPECTION LOT OR LESS, IN ACCORDANCE WITH MIL-STD-1916".

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Name of Offeror or Contractor:

SPEC MIS-36552, SH 003, STANDARDS, MILITARY - DELETE MIL-STD-105, REPLACE WITH MIL-STD-1916.

SPEC MIS-36552. SH 022, 4.5.1.2.1 SAMPLING PLAN. - DELETE PARAGRAPH. REPLACE WITH "SAMPLING PLAN. STATISTICAL SAMPLING AND INSPECTION SHALL BE AS SPECIFIED IN MIL-STD-1916".

SPEC MIS-36552, SH 022, 4.5.1.3.1 SAMPLING PLAN. - DELETE PARAGRAPH. REPLACE WITH "SAMPLING PLAN. STATISTICAL SAMPLING AND INSPECTION SAHLL BE AS SPECIFIED IN MIL-STD-1916".

*
TDPL 13349211 WITH REVISIONS EFFECTIVE AS OF: 02/27/2003

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCURMENT ACTION (S):

ALL PRODUCT DRAWINGS AND ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD:

DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DWG 11821388 SHT 10, REV B APPLIES ON SHT 1 CHANGE REVISION STATUS BLOCK FOR SHT 10 FROM "A" TO "B".

DWG 13349211 SH1 PART LIST, UNDER SPECIFICATION CHANGE MIL-I-24041 TO MIL-M-24041.

DOCUMENT	DELETE	REPLACE WITH
11821388	FED-STD-406	MIL-M-24041
"	MIL-P-3584	"
"	MIL-S-8660	SAE-AS-8660
13349211	MS3416	MIL-C-85049/60
"	QQ-B-575	A-A-59569

SPEC 11821388A MIL-STD-105 MIL-STD-1916
MIL-STD-105 AQLS MIL-STD-1916 VL IV FOR MAJOR &
MIL-STD-1916 VL II FOR MINOR
CHARACTERISTICS

SPEC 11821388A ADD DISTRIBUTION STATEMENT "C"
SPEC MIS-3036c " " "

SPEC 11821388A SH 006, 4.4.1 SAMPLING FOR QUALITY CONFORMANCE INSPECTION - DELETE PARAGRAPH. REPLACE WITH "SAMPLING FOR QUALITY CONFORMANCE INSPECTION SHALL BE AS SPECIFIED IN MIL-STD-1916 VL IV FOR MAJOR & MINOR MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS".

SPEC MIS-36552, SH 003, STANDARDS, MILITARY - DELETE MIL-STD-105, REPLACE WITH MIL-STD-1916.

SPEC MIS-36552, SH 002, 4.5.1.2.1 SAMPLING PLAN. - DELETE PARAGRAPH. REPLACE WITH "SAMPLING PLAN. STATISTICAL SAMPLING AND INSPECTION SHALL BE AS SPECIFIED IN MIL-STD-1916".

SPEC MIS-36552, SH 022, 4.5.1.3.1 SAMPLING PLAN. - DELETE PARAGRAPH. REPLACE WITH " SAMPLING PLAN. STATISTICAL SAMPLING AND INSPECTION SHALL BE AS SPECIFIED IN MIL-STD-1916".

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
TACOM-RI

(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,

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Name of Offeror or Contractor:

' '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)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
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D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	APR/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 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
 Level of Packing: A
 Quantity Per Unit Package: 001
 SPI Number: P12328629, REV A, DATED 22 FEB 1999
 SPI Number: P13349213, DATED 21 APR 1998
 SPI Number: P13349211, REV A, DATED 18 FEB 1997

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 be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. 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 P, Date 15 Dec 02 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 DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

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".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

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.

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f. SUPPLEMENTAL INSTRUCTIONS:

THE SOFTWARE FOR DEVELOPMENT OF THE MSL IS CALLED DS2T. THE SOFTWARE CAN BE DOWNLOADED FROM [HTTP://ASSET-TRACK.COM/DS2T/DS2T.HTM](http://ASSET-TRACK.COM/DS2T/DS2T.HTM). ONCE AT THE WEBSITE, GO TO THE DS2T SUSTAINMENT COLUMN AND DOUBLE CLICK ON THE "SEE THE CATT TOOLS" LINK. A LASER PRINTER CAN BE USED TO PRINT THE MSL AND THE ASSOCIATED 2D SYMBOL. "THE PROGRAM ONLY PRINTS THE LINEAR BAR CODE IF THE FONTS ARE INSTALLED. IN ORDER TO INSTALL THE FONTS GO TO START ON YOUR WINDOWS MENU; THEN GO TO "SETTINGS", THEN "CONTROL PANEL", CLICK ON "FONTS", SELECT "FILE" FROM TOP LEFT DROP DOWN MENU, SELECT "INSTALL NEW FONT", USE DROP DOWN MENU (LEFT BOX) TO FIND CATT PROGRAM, SELECT (DOUBLE CLICK) THE "CATT"PROGRAM, (A SELECTION OF FONTS SHOULD APPEAR), DOUBLE CLICK ON "SELECT ALL", ONCE THE FONTS ARE SELECTED DOUBLE CLIKC THE "OK" BUTTON. FOLLOW PROMPTS TO ACCEPT FONTS. THE FONTS WILL THEN BE COPIED TO THE CATT PROGRAM. ONCE THEY ARE COPIED RETURN TO THE PROGRAM. THE LINEAR BAR CODES SHOULD APPEAR ON YOUR SCREEN AND SHOULD ALSO PRINT OUT IN THE APPROPRIATE POSITIONS.

DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117.

(End of clause)

(DS6415)

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	52.246-11	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.)

APPLIES TO ALL THREE REQUIREMENTS, M131A524M1, M131A506M1 AND M131A507M1

	Title	Number	Date	Tailoring
()	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)

(EP6002)

E-3	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING) TACOM-RI	MAR/2001
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a. The first article shall consist of:

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 12328629 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS. NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 13349213 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS. NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 12349211 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS. NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

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

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specification(s) referenced thereon, except for:

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and 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 DEPT OF THE ARMY, USA TACOM-ROCK ISLAND, AMSTA-LC-CAC-D, 1 ROCK ISLAND ARSENAL, ROCK ISLAND IL 61299-7630, ATTN: MR. JOSE OLIVA.

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.

CONTRACTORS ELEGIBLE FOR WAIVER OF FAT: CURRENT SUCCESSFUL PRODUCERS AND ANY PRODUCERS WHOM HAVE SUCCESSFULLY MANUFACTURED THIS ITEM FOR THE GOVERNMENT WITHIN THE LAST 365 DAYS.

(End of Clause)

(ES6016)

E-4	52.209-4513	FIRST ARTICLE CONFIRMATORY TEST	MAY/1994
	TACOM-RI		

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
ONE (1) EACH	CABLE ASSEMBLY, SPECIAL	12328629
ONE (1) EACH	CABLE ASSEMBLY, POWER	13349213
ONE (1) EACH	CABLE ASSEMBLY, POWER	13349211

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b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: ADDRESS FOR TEST ITEMS: TO BE PROVIDED WHEN /IF THE FACT REQUIREMENT IS INVOKED. NOTE: (FAT RESULTS MAY PRECLUDE THE NEED TO INVOKE FACT. TO BE DETERMINED BY THE GOVERNMENT.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: DEPT OF THE ARMY, USA TACOM-ROCK ISLAND, AMSTA-LC-CAC-D, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-7630 ATTN: JOSE OLIVA.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

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

a. Rework and Repair are defined as follows:

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

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

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

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 - ALTERNATE III	MAY/2002
H-2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is OLIVAJ@RIA.ARMY.MIL. The data fax number for submission is 309-782-0713, ATTN: MR. JOSE OLIVA.

(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:
N/A

(End of Clause)

(HS6510)

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	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/2003
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-9	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-12	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-13	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JUN/2003
I-34	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-41	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999

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I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN/1985
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2003
I-50	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-55	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-56	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-57	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-59	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-60	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-61	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-62	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-63	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-64	252.225-7013 DFARS	DUTY-FREE ENTRY	APR/2003
I-65	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-66	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-67	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-68	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-69	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-70	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-71	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 31 DEC 2006.

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

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

End of Clause

(IF6155)

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individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-75 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

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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)

(IF7116)

I-76 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-77 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

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by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-78

52.227-1

AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-79

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

(End of clause)

(IF7016)

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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	DOCUMENT SUMMARY LIST		001	
Attachment 002	PRICE EVALUATION SPREADSHEET		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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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	52.223-4	RECOVERED MATERIAL CERTIFICATION	OCT/1997
K-4	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003

K-7 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 335311.

(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

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- (ii) it
 ___ is
 ___ is not

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

(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 Naura).

_____ 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 sever 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.

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

K-8 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-9 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

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(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-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(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,

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division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

K-11 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS- ALTERNATE I OCT/1998

(a) General. This provision is used to assess the offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offer represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124, 1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

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(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(3) Address. The offeror represents that its address

_____is

_____is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of provision)

(KF7011)

K-12 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-13 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-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

JUN/2003

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

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. THE OFFEROR WILL ENTER UNIT PRICES FOR EACH PRICING PERIOD FOR ALL RANGES FOR CLINS 0001 THROUGH 0003 ON THE PRICE EVALUATION SPREADSHEET. ADDITIONALLY, OFFERORS WILL ENTER PRICES FOR FIRST ARTICLE TESTING (FAT) FOR ALL CLIN'S APPLICABLE TO THE FIRST PRICING PERIOD ONLY. ALL UNIT AND FAT PRICES WILL BE BINDING.
2. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.
3. THE OFFEROR MUST SUBMIT HIS PRICE IN THE SPACE PROVIDED ON THE PRICE EVALUATION SPREADSHEET ATTACHMENT002.

*** END OF NARRATIVE L 001 ***

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

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-2	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.225-7003 DFARS	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-7	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 DEPT OF THE ARMY, USA TACOM-ROCK ISLAND, AMSTA-LC-CAC-D, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-7630 ATTN: MS. Suzanne c. Yackley. 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)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 36 of 38
	PIIN/SIIN DAAE20-03-R-0095	MOD/AMD

Name of Offeror or Contractor:

L-8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of Provision)

(LF7015)

L-9 52.208-4501 ACQUISITION OF FEDERAL PRISON INDUSTRIES ITEMS JAN/2003
TACOM RI

In accordance with FAR 8.602 and DFARS 208.602, the supplies covered by this solicitation are determined to be products furnished by Federal Prison Industries (FPI). A determination has been made to seek proposals from the private sector. However, this does not preclude the participation of FPI in the competition. Notwithstanding the inclusion of any set-aside provision or clause in this solicitation, award may be made to FPI, even if this solicitation is subject to a set-aside.

(End of Provision)

(LS7025)

L-10 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001
TACOM-RI

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

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

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

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

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

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

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

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds_web/index.html>."

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

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to

Name of Offeror or Contractor:

take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-11 52.215-4511 ELECTRONIC AWARD NOTICE
TACOM RI

FEB/2002

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

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

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

1. THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED FOR EACH CLIN FOR ALL PRICING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THIS SOLICITATION.

A. FOR PURPOSES OF EVALUATING CLINS 0001 THROUGH 0003, THE PROPOSED UNIT PRICES FOR EACH QUANTITY ORDER RANGE WILL BE MULTIPLIED BY THE WEIGHT OF THE RANGE AND THE MAXIMUM ORDER QUANTITY OF THE RANGE TO DETERMINE A WEIGHTED PRICE. THE EVALUATED PRICE FOR EACH PRICING PERIOD WILL BE THE SUM OF THE WEIGHTED PRICES FOR ALL QUANTITY ORDER RANGES. THE EVALUATED CLIN PRICE IS THE SUM OF THE EVALUATED PRICES FOR ALL PRICING PERIODS, PLUS THE FIRST ARTICLE TEST (FAT) PRICE (IF REQUIRED). INCLUSION OF FAT PRICES IN THE EVALUATION WILL BE DEPENDENT UPON WHETHER OR NOT AN OFFEROR HAS RECEIVED APPROVAL OF A WAIVER OF THE FAT REQUIREMENT PRIOR TO EVALUATION.

B. EACH CLIN WILL BE EVALUATED SEPARATELY. A TOTAL EVALUATED PRICE WILL BE DETERMINED BY ADDING THE EVALUATED CLIN PRICE, AND ANY OTHER PRICE RELATED EVALUATION FACTORS REQUIRED BY THE SOLICITATION.

2. IF AN OFFEROR FAILS TO PROPOSE FOR ALL QUANTITIES ON ALL PRICING PERIODS, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

*** END OF NARRATIVE M 001 ***

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(MA7001)

Regulatory Cite	Title	Date
M-1 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-2	52.215-4507	EVALUATION OF OFFERS	MAR/1988
	TACOM-RI		

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)