

ORDER FOR SUPPLIES OR SERVICES						Form Approved	Page 1 Of 25
1. Contract/Purch Order No. DAAE20-00-P-0428		2. Delivery Order No.		3. Date Of Order 2000AUG16	4. Requisition/Purch Request No. SEE SCHEDULE		5. Certified for National Defense Under DMS Reg 1 Priority DOA5
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B KATHY LANNAN (309) 782-6444 ROCK ISLAND IL 61299-7630  EMAIL: LANNANK@RIA.ARMY.MIL			Code W52H09	7. Administered By (If other than 6) DCMC PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004-0000  SCD C PAS NONE ADP PT HQ0339		Code S0302A	
9. Contractor MCDONNELL DOUGLAS HELICOPTER CO DBA MCDONNELL DOUGLAS HELICOPTER SY 5000 E MCDOWELL ROAD MESA AZ 85215-9707			Code 8V613	Facility Code	10. Deliver To FOB Point By (Date)  SEE SCHEDULE		11. Mark If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
TYPE BUSINESS: Large Business Performing in U.S.					12. Discount Terms		
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		Code HQ0339	Mark All Packages And Papers With Contract Or Order Number
16. T O Y R P D E E R O F	Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2000T0248, Dated _____, furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.					
Name Of Contractor		Signature		Typed Name And Title		Date Signed	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE							
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: KATHY LANNAN LANNANK@RIA.ARMY.MIL (309) 782-6444		25. Total \$1,848.00	29. Differences
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted				27. Ship. No.	28. D.O. Voucher No.	30. Initials	
Date _____ Signature Of Authorized Govt Representative _____				<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For	
36. I certify this account is correct and proper for payment				31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Check Number	
Date _____ Signature And Title Of Certifying Officer _____						35. Bill Of Lading No.	
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0428 <b>MOD/AMD</b>	<b>Page 2 of 25</b>
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**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

U.S. Army TACOM-RI  
 AMSTA-CM-CR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

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

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

(End of clause)

(AS7006)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 25**

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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

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

(END OF CLAUSE)

(AS7003)

4            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

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

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

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

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

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

(End of clause)

(AS7004)

5            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

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

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

Facsimile number (703) 617-4999/5680

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 4 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD****Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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

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

(END OF CLAUSE)

(AS7010)

6

52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

TACOM-RI

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

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

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

(END OF CLAUSE)

(AS7502)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0428 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 25
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**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

NOTE: GOVERNMENT AND CONTRACT CONCURRENT PERFORMANCE FOR FIRST ARTICLE TEST AND FIRST ARTICLE TEST REPORT IS REQUIRED.

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD****Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

\*\*\* END OF NARRATIVE A 002 \*\*\*

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD**

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**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. DATAFAX NUMBER FOR AMSTA-AC-PCR-B IS 309-782-6346 .
3. REQUEST YOU CERTIFY TO CLAUSES KF7057, KF7020, AND KF6011 IN SECTION K.
4. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

\*\*\* END OF NARRATIVE A 003 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD****Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

DAAE20-00-T-0249 TERMS AND CONDITIONS ARE HEREBY INCORPORATED INTO THIS AWARD.

EARLY DELIVERIES ARE ACCEPTABLE TO THE GOVERNMENT AT NO CHANGE IN CONTRACT PRICE.

FOB IS HEREBY CHANGED FROM DESTINATION TO ORIGIN AT THE CONTRACTOR'S ELECTION. FAR CLAUSES 52.247-34 AND 52.247.48 FOB DESTINATION ARE HEREBY DELETED.

FIRST ARTICLE TEST REPORT IS HEREBY WAIVED AND CLIN 0001AA AND 0001AC ARE HEREBY DELETED FROM THE AWARD.

MCDONNELL DOUGLAS HELICOPTER SYSTEMS CERTIFIES THAT THEY ARE ISO9001.

\*\*\* END OF NARRATIVE A 004 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-P-0428 MOD/AMD

Name of Offeror or Contractor: MCDONNELL DOUGLAS HELICOPTER CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>																																																										
0001AB	<u>PRODUCTION QUANTITY</u>  NSN: 5360-01-456-5355 NOUN: SPRING, SPIRAL, TORSI FSCM: 19200 PART NR: 12524543-2 SECURITY CLASS: Unclassified PRON: M101S644M1 PRON AMD: 02 ACRN: AA AMS CD: 070021H8GUN  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H090129A631</td> <td>W45G19</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>14-JAN-2001</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU W390 RED RIVER MUNITIONS CTR FIELD SERVICE AMMUNITION TEXARKANA TX 75507-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0428/0000  DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H090129A632</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>9</td> <td>14-JAN-2001</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0428/0000  DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>003</td> <td>W52H090129A633</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H090129A631	W45G19	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	14-JAN-2001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52H090129A632	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	9	14-JAN-2001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	003	W52H090129A633	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				28	EA	\$ 66.00000	\$ 1,848.00
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**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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

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

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

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

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

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

(EA7001)

10	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
11	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	TACOM-RI		

a. The first article shall consist of:

3 EACH, SPRING SPIRAL TORSION, NSN: 5360-10-456-5355

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 provided by the Government.

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

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

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

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 13 of 25</b>
	PIIN/SIIN DAAE20-00-P-0428	MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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 onetime 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. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSTA-AR-QAW-C/MARLYS KLINDT AND AMSTA-LC-CSC-B/KATHY LANNAN.

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 first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

12	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
3	SPRING SPIRAL TORSION	12524543-2

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: AS DIRECTED BY THE PCO

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: AS DIRECTED BY THE PCO.

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.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 14 of 25</b>
	PIIN/SIIN DAAE20-00-P-0428 MOD/AMD	
<b>Name of Offeror or Contractor:</b> MCDONNELL DOUGLAS HELICOPTER CO		

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)

13 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/1997  
TACOM-RI

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

(b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

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

(End of clause)

(ES7445)

14 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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 15 of 25</b>
	PIIN/SIIN DAAE20-00-P-0428 MOD/AMD	

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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)

15	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE) TACOM-RI	JUN/2000
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(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

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

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

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

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

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

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

(End of clause)

(ES7018)

16	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE TACOM-RI	MAR/1997
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a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation

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

Page 16 of 25

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

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

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

(1)  NOT CERTIFIED

(2)  CERTIFIED

(i)  DATE OF CERTIFICATION

(ii)  CERTIFYING ACTIVITY

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

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

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

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

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

End of Clause

(ES7016)

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

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

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

(FA7001)

17	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
18	52.247-34	F.O.B. DESTINATION	JAN/1991
19	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
20	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in

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

Page 17 of 25

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

triplicate at least ten days prior to date supplies will be available for shipment;

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

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

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

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

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

(End of Clause)

(FS7240)



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 19 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD****Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

21

52.232-4503

CONTRACTOR'S REMITTANCE ADDRESS

AUG/1994

TACOM-RI

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name \_\_\_\_\_

Address \_\_\_\_\_

City &amp; State \_\_\_\_\_

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

(End of Clause)

(GS7015)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 20 of 25</b>
	PIIN/SIIN DAAE20-00-P-0428	MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

**SPECIAL CONTRACT REQUIREMENTS**

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

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

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

(HA7001)

22            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            MAY/2000  
TACOM-RI

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are lannank@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 309-782-1906, ATTN: KATHY LANNAN and (309) 782-1338 (ATTN: Louise Kalal).

(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)

23            52.239-4500            YEAR 2000 (Y2K) COMPLIANCE            NOV/1998  
TACOM-RI

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

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

(End of clause)

(HS7506)

24            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
TACOM-RI

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

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

Page 21 of 25

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER COShipped From:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

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

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

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

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

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

(End of Clause)

(HS7600)

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

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

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

(IA7001)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.222-3	CONVICT LABOR	AUG/1996
28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
29	52.232-1	PAYMENTS	APR/1984
30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
31	52.232-11	EXTRAS	APR/1984
32	52.232-25	PROMPT PAYMENT	JUN/1997
33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
34	52.233-1	DISPUTES	JAN/1999
35	52.233-3	PROTEST AFTER AWARD	OCT/1995
36	52.243-1	CHANGES - FIXED PRICE	AUG/1987
37	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
39	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
40	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
41	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONE	MAR/1998
42	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
43	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
44	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
45	252.242-7000	POSTAWARD CONFERENCE	DEC/1991

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 22 of 25</b>
	PIIN/SIIN DAAE20-00-P-0428 MOD/AMD	
<b>Name of Offeror or Contractor:</b> MCDONNELL DOUGLAS HELICOPTER CO		

46	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
47	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
48	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE I	JAN/1997

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

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

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

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

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

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

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

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

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

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

\*\* (See Schedule B)

(End of Clause)

(IF7116)

49	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 23 of 25

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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)

50 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

51 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)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 24 of 25**

PIIN/SIIN DAAE20-00-P-0428

MOD/AMD

**Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARLY LIST		001	
Attachment 002	CONTRACTOR'S QUOTE	01-AUG-00	002	
Exhibit A	CDRL	05-OCT-99	004	

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 25 of 25****PIIN/SIIN** DAAE20-00-P-0428**MOD/AMD****Name of Offeror or Contractor:** MCDONNELL DOUGLAS HELICOPTER CO

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

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

(End of Clause)

(JS7001)