

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DXA4	<b>Page</b> 1 of 64
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W56HZV-04-R-0646	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2004SEP30	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM WARREN AMSTA-AQ-AHPA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b> US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL	

**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 SEE SOLICITATION until \_\_\_\_\_ (hour) local time 2004NOV01 (Date).**

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

<b>10. For Information Call:</b>	<b>Name</b> DAVID MCCRIGHT <b>E-mail address:</b> MCCRIGHT@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586) 753-2464
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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)

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 64</b>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2 52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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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](http://www.gsie.army.mil)

[End of Notice]

A-3 52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 64****PIIN/SIIN** W56HZV-04-R-0646**MOD/AMD****Name of Offeror or Contractor:**

A-4            52.215-4854            PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS            JUL/2002  
(TACOM)            SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

A-5            52.242-4021            NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL            JUL/1999  
(TACOM)            ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 3110-01-095-7681                      FSCM: 19207                      PART NR: 12286931                      SECURITY CLASS: Unclassified</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0015:</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	<p>Minimum 5 Year Quantity: 456 EACH                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 8795 EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO                      PRON: EH44R003EH                      (For Internal Purposes Only).</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850). (SEE SECTION L PROVISION)</p> <p>(End of narrative B001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: BEARING, BALL, ANNULAR</p> <p>NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW IS APPROVED FOR THIS PROCUREMENT:</p> <p>Timken Aerospace (Split Ball Bearing)(CAGE 78118)                      their p/n: 5SHAH204-139, DWG 5SHAH204-139, REV "A"</p> <p>New Hampshire Ball Bearing(CAGE 83086)                      their p/n: MR204B12C24K610A5,                      DWG MR204B12C24K610A5, REV "C"</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12286931                      DATE: 31-OCT-2003</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:</p>	EST 2125	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-R-0646 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p>SEE PACKAGING CLAUSE IN SECTION D                      UNIT PACK: 001                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>NSN: 3110-01-095-7681                      FSCM: 19207                      PART NR: 12286931                      SECURITY CLASS: Unclassified</p>				
0012AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: BEARING, BALL, ANNULAR</p> <p>NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW                      IS APPROVED FOR THIS PROCUREMENT:</p> <p>Timken Aerospace (Split Ball Bearing)(CAGE 78118)                      their p/n: 5SHAH204-139, DWG 5SHAH204-139, REV "A"</p> <p>New Hampshire Ball Bearing(CAGE 83086)                      their p/n: MR204B12C24K610A5,                      DWG MR204B12C24K610A5, REV "C"</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12286931                      DATE: 31-OCT-2003</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE IN SECTION D                      UNIT PACK: 001                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>NSN: 3110-01-095-7681</p>	EST 1765	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-R-0646 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	FSCM: 19207 PART NR: 12286931 SECURITY CLASS: Unclassified  <u>THIRD ORDERING YEAR</u>  NOUN: BEARING, BALL, ANNULAR  NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW IS APPROVED FOR THIS PROCUREMENT:  Timken Aerospace (Split Ball Bearing)(CAGE 78118) their p/n: 5SHAH204-139, DWG 5SHAH204-139, REV "A"  New Hampshire Ball Bearing(CAGE 83086) their p/n: MR204B12C24K610A5, DWG MR204B12C24K610A5, REV "C"  (End of narrative B001)  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12286931 DATE: 31-OCT-2003  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Destination	EST 1680	EA	\$ _____	\$ _____
0014	NSN: 3110-01-095-7681 FSCM: 19207 PART NR: 12286931 SECURITY CLASS: Unclassified				
0014AA	<u>FOURTH ORDERING YEAR</u>  NOUN: BEARING, BALL, ANNULAR  NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW IS APPROVED FOR THIS PROCUREMENT:	EST 1644	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p>Timken Aerospace (Split Ball Bearing)(CAGE 78118)                      their p/n: 5SHAH204-139, DWG 5SHAH204-139, REV "A"</p> <p>New Hampshire Ball Bearing(CAGE 83086)                      their p/n: MR204B12C24K610A5,                      DWG MR204B12C24K610A5, REV "C"</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12286931                      DATE: 31-OCT-2003</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE IN SECTION D                      UNIT PACK: 001                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>NSN: 3110-01-095-7681                      FSCM: 19207                      PART NR: 12286931                      SECURITY CLASS: Unclassified</p>				
0015AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: BEARING, BALL, ANNULAR</p> <p>NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW                      IS APPROVED FOR THIS PROCUREMENT:</p> <p>Timken Aerospace (Split Ball Bearing)(CAGE 78118)                      their p/n: 5SHAH204-139, DWG 5SHAH204-139, REV "A"</p> <p>New Hampshire Ball Bearing(CAGE 83086)                      their p/n: MR204B12C24K610A5,                      DWG MR204B12C24K610A5, REV "C"</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12286931                      DATE: 31-OCT-2003</p>	EST 1581	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>				

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**MOD/AMD**

**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 100% Anniston Army Depot, Al.

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
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C-1 (TACOM)	52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES	APR/2004
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## (a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (JE).

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, [mushensm@tacom.army.mil](mailto:mushensm@tacom.army.mil) copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

**Name of Offeror or Contractor:**

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to [AMSRD-TAR-E@tacom.army.mil](mailto:AMSRD-TAR-E@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2 52.211-4008 DRAWING LIMITATIONS  
(TACOM)

NOV/2002

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-R-0646 <b>MOD/AMD</b>	<b>Page 13 of 64</b>
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(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-3            52.211-4010            ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I            FEB/1998  
(TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
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D-1	252.211-7003 ITEM IDENTIFICATION AND VALUATION	JAN/2004
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> . ]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/uid\\_](http://www.acq.osd.mil/uid_).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number/Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

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(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier\*\*, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Government's unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

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(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2            52.211-4517            PACKAGING REQUIREMENTS (COMMERCIAL)  
(TACOM)

JUN/2004

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

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

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

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

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

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

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

(1) The quantity is over one (1) gross of the same national stock number,

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- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

## (e) Packing:

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

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

(f) 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.

## (g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, 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/order 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.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt 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). Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) 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."

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D (PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Commercial software is also available for compliance with the requirements of MIL-STD 129P and may be purchased by contractors for use in producing labels. Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

## (h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

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International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. 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 traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. 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.

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

(k) SUPPLEMENTAL INSTRUCTIONS: NONE

[End of Clause]

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address) (City) (County) (State) (Zip)

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-5	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/1982
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The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-5	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 180 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 178 units every 30 days;

(ii) You'll deliver a maximum of 522 units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: AT NO ADDITIONAL COST TO THE GOVERNMENT

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

[End of Clause]

F-6	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

     ZERO percent increase; and  
     ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-7	52.242-4009	ACCELERATED DELIVERY--NOTICE OF SHIPMENT	FEB/1998
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(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-8            52.247-4017            DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR            MAY/2004  
 (TACOM)            ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

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NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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**Name of Offeror or Contractor:**

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## SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004

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**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-6	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	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 CONTRACT AWARD through FIVE YEARS FROM DATE OF CONTRACT AWARD.

(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]

H-10	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 456, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 2125.

(2) Any order for a combination of items in excess of 2125.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-11	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National Stock	Commercial Item	Source of Supply	Actual
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**Name of Offeror or Contractor:**

<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-12 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
  - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
    - (i) Exceeds \$500,000 in value; and
    - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
  - (2) Purchases; and
  - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.  
(End of provision)

H-13 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:
- Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>
- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

**Name of Offeror or Contractor:**

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer

identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-14 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250  
(TACOM)

JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

This contract 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 this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-19	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-31	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-34	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-35	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
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	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	OCT/2003
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-43	52.233-1	DISPUTES	JUL/2002
I-44	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-45	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.248-1	VALUE ENGINEERING	FEB/2000
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-54	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-57	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-58	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-59	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-60	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-62	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-63	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-64	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-65	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-66	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-67	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-68	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-69	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-70	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

## (A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to

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which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with \*.xls, \*.wbl, or \*.wk3 the preferred formats.

[End of Clause]

I-71

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIX AND ONE HALF YEARS AFTER CONTRACT AWARD.

[End of Clause]

I-72

52.204-7

CENTRAL CONTRACTOR REGISTRATION

OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE

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master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause

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of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-73 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[ ] Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

[End of Clause]

I-74 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997  
(a) Hazardous material , as used in this clause, includes any material defined as hazardous under the latest version of

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Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.  
(End of clause)

I-75      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-76 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "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)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

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

[End of Clause]

I-77 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 (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-78 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

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(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

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(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in

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subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-79            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-80            52.247-4458            GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION            SEP/2000  
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length \_\_\_\_\_ x Width \_\_\_\_\_ x Depth \_\_\_\_\_ (expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height, \_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and

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transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_.

(ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height, \_\_\_\_\_ (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

[End of Clause]

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	MAY/2004

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332991.

(2) The small business size standard is 750.

(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, for general statistical purposes, 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 woman-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 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 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 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 office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names 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 offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

[ ] Individual/concern, other than one of the preceding.

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(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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern," 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 veterans (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," means a small business concern --

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone 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 section 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]

K-4

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 be knowingly 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

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(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 subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that 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 subparagraphs (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]

K-5            52.203-11            CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN            APR/1991  
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6            52.204-3            TAXPAYER IDENTIFICATION            OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Name of Offeror or Contractor:**

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other:

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

[End of Provision]

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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**MOD/AMD**

**Name of Offeror or Contractor:**

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [ ] is a women-owned business concern.

[End of Provision]

K-8            52.204-6            DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER            OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

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 quotations are requested in this solicitation is (are) economically advantageous to the Government.

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

**OFFEROR RECOMMENDATIONS**

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

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to

**Name of Offeror or Contractor:**

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]

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 three-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 evasion, 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 paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror

[ ] has  
[ ] has not

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker 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

**Name of Offeror or Contractor:** \_\_\_\_\_

available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-11      52.215-6      PLACE OF PERFORMANCE      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- [ ] intends
- [ ] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street  
Address, City, County, State,  
ZIP code)

Name and Address of Owner and  
Operator of the Plant or Facility if  
Other than Offeror or Respondent.


[End of Provision]

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 either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It [ ] has
- [ ] has not

filed all required compliance reports; and

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

[End of Provision]

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

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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]

K-14            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

(The offeror is to check each block that is applicable.)

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

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

[End of Provision]

K-15            52.230-1            COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION            JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

**Name of Offeror or Contractor:**

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_

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

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

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

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

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

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

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or



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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-17 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-18 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

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

(b) Representation. The Offeror represents that it--

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

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or

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subcontract resulting from this solicitation.

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

[End of Provision]

K-19            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

\_\_\_\_\_

[End of Provision]

K-20            52.211-4038            REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM            APR/1997  
(TACOM)

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date) \_\_\_\_\_ we manufactured and supplied to (approved manufacturer) \_\_\_\_\_ items to which we have assigned our part number \_\_\_\_\_.  
(Approved manufacturer) \_\_\_\_\_ then redesignated our item with their part number \_\_\_\_\_ without reworking or modifying our item in any way, and without rejecting more than \_\_\_\_\_% of the \_\_\_\_\_ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number \_\_\_\_\_ that are identical to items supplied by (approved manufacturer) \_\_\_\_\_ under their part number \_\_\_\_\_.

[End of Provision]

K-21            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum

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requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-22            52.215-4010            AUTHORIZED NEGOTIATORS  
                  (TACOM)

JAN/1998

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-23            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  
                  (TACOM)

DEC/1993

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

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(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ] have
[ ] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Table with 3 columns: Spec/Standard, Required CIODS, Substitute Available? with two rows of blank lines for input.

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ] have
[ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Table with 3 columns: Spec/Standard, Required CIODS, Substitute Available? with two rows of blank lines for input.

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

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**Name of Offeror or Contractor:**

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-24            52.245-4004            REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE            JAN/1991  
(TACOM)

The offeror represents that there:

- is  
 is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- will  
 will not  
 may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

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**Name of Offeror or Contractor:**

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

This solicitation incorporates one or more solicitation 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-6	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-7	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III (OCT 1997) AND ALTERNATE IV (OCT 1997))	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: ON REQUEST provide, recent sales data, and breakdown of cost elements. DO NOT provide with proposal.

(c) Submit the cost portion of the proposal via the following electronic media: IN A FORMAT THAT CAN BE READ BY EXCEL FOR WINDOWS.

[End of Provision]

L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a

[X] DX rated order;

[ ] DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

[End of Provision]

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-10	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 acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-AQ, Associate Deputy for Contracting

HQ, Army Materiel Command

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**Name of Offeror or Contractor:**

(Protest Coordinator)  
Warren, MI 48397-5000

or

Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060  
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: [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.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-11 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000  
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

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(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-12

52.211-4047  
(TACOM)

NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL  
(NEGOTIATED)

APR/2000

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

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(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-13

52.211-4048  
(TACOM)

NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER

FEB/1998

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b)

(1) If a firm manufactures an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part

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numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

L-14            52.211-4049            PART NUMBERS NOT CURRENTLY APPROVED            NOV/1982  
(TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-15            52.211-4050            NOTICE REGARDING SOURCE-CONTROLLED CONTRACT ITEMS            FEB/1998  
(TACOM)

(a) The drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings. Such notes also specify some sort of approval requirement, typically phrased in one of the following ways:

- (1) or equal
- (2) or approved substantial equal
- (3) Ordnance Corps approval required
- (4) Ordnance Corps engineering approval required

(b) With the exceptions described in paragraph (c) below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(c)

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a nonlisted part number must:

- have received, prior to receipt of this solicitation, written TACOM approval of a test plan on its item, designed to demonstrate that the nonlisted part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;
- indicate in its offer the date of the formal TACOM approval of the test plan, and the name and title of the approving official;
- be in the process of having its nonlisted part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering can be obtained without delay in the anticipated date of award.

(d) Any firm that cannot comply with conditions in paragraph (c) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin

**Name of Offeror or Contractor:**

the qualification procedure to gain approval of such nonlisted part number for purposes of future acquisition action. Please see the provision entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Section L.

[End of Provision]

L-16 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002  
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-17 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-18 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION SEP/2004  
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft\* 2002 Office Products (TACOM can currently read OFFICE 2002\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

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(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-id@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: Self-extracting files are not acceptable. Compressed files or zip files are no longer acceptable.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 3 1/2 inch disk, or 700 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 3 1/2 INCH DISK, OR 700 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

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**Name of Offeror or Contractor:**

(e) Electronic offers must include, as a minimum:

(1) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 1449 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

\*Registered trademark

[End of Provision]

L-19            52.219-4003            HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS            JUN/1997  
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-20            52.219-4005            SUBMISSION OF SUBCONTRACTING PLAN            FEB/1999  
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

**Name of Offeror or Contractor:**

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-21 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999  
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(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 Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-AQ-C (Ms. Shepherd)  
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

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

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-R-0646	<b>Page 63 of 64</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

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

[End of Provision]

L-22	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-2	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	OCT/2001
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]