

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 of 40
2. Contract No.	3. Solicitation No. W56HZV-04-R-0603	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN AMSTA-AQ-ABGB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2004AUG30 (Date).

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

10. For Information Call:	Name TOM SARGEE E-mail address: SARGEET@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 753-2324
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C, "Scope of Work", paragraphs C.1 through C.7.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			<p>Est. Cost \$</p> <p>Fixed Fee: \$</p> <p>Total Cost: \$</p>	<p>\$ _____</p>
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Techncial Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A</p> <p>(End of narrative B001)</p>			<p>Not Separately Priced</p>	

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Name of Offeror or Contractor:

B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (March 1997), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract. Payment of the fixed fee shall be in the amounts bearing the same relation to the total fixed fee as the accompanying cost voucher bears to the total estimated costs.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3 OPTION

B.3.1 In accordance with paragraph H.1, the Government shall have the option to exercise section C.8. If exercised, this option shall be awarded on a cost-plus-fixed-fee basis at the following rates: Estimated Cost: \$_____, Fixed Fee: \$_____, and Total Cost of \$_____.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For the Advanced Modular Composite Bridge (AMCB)

The contractor, acting as an independent contractor and not as an agent of the government, shall provide the necessary personnel, facilities, materials and services to complete the tasks outlined below.

C.1: Introduction

Leveraging the technologies successfully developed and tested under the Modular Composite Bridge (MCB) Phase I program, the contractor shall design, develop, fabricate and deliver of a full-scale modular bridge using advanced composite materials and fabrication processes.

The AMCB shall consist of bridge modules connected together which will be capable of spanning a 26 meter gap.

C.2: The contractor shall design, develop, fabricate and demonstrate joints and connections for composite bridging. This AMCB design shall be capable of spanning 26 meter gap, while supporting MLC 65/70 (threshold/objective) load class vehicles.

C.3: AMCB Design

C.3.1: The guidelines prescribed in the "Trilateral Design and Test Code for Military Bridging and Gap Crossing Equipment" shall be used.

C.3.2: The AMCB design shall be capable of spanning gaps up to 26 meters.

C.3.3: The AMCB shall be designed to enable automated assembly of the bridge modules.

C.3.4: The AMCB design shall have a Military Load Classification (MLC) of 65/70 (threshold/objective).

C.3.5: The AMCB design shall have a maximum deflection (at mid-span) not greater than the bridge section height.

C.3.6: The AMCB shall be designed to withstand 20,000 cycles of MLC 65/70 (threshold/objective) fatigue loading.

C.3.7: The AMCB shall be capable of being transported by a C-130 aircraft.

C.3.8: The AMCB design shall incorporate a means to deter slipping (anti-skid).

C.4: Fabricate and Test Element/Component Test Articles

C.4.1: The contractor shall fabricate the representative elements and components test articles for testing key structural features of the bridge section and joint(s). The test for key structural features of the bridge sections and joint (s) shall be jointly established with the Contracting Officer Representative (COR).

C.4.2: The contractor shall test the representative elements and components test articles in accordance with the Trilateral Design and Test Code for Military Bridging and Gap-Crossing Equipment.

C.5: Fabrication and Testing of the AMCB

C.5.1: The contractor shall fabricate an AMCB capable of crossing a 13 meter gap. The AMCB shall include all the design features described in C.3.

C.5.2: The contractor shall perform a working and overload test of the AMCB at MLC 65 in accordance to the Trilateral Design and Test Code for Military Bridging and Gap-Crossing Equipment.

C.5.3: The contractor shall perform fatigue testing, incorporating 1,000 cycles at MLC 65 in accordance to the Trilateral Design and Test Code for Military Bridging and Gap-Crossing Equipment.

C.6: Meetings and Reports

C.6.1: Start of Work Meeting

The contractor shall conduct a Start of Work Meeting within 30 days after contract award at the contractor's facility. The contractor shall at a minimum provide program overview and a program milestone chart.

C.6.2: Preliminary Design Review (PDR)

The contractor shall host a PDR meeting approximately two (2) months and six (6) months after contract award date.

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C.6.3: Critical Design Review (CDR)

The contractor shall host a CDR approximately ten (10) months after contract award. The detailed designs from CDR review will serve as a basis for fabrication of the AMCB.

C.6.4: Progress and Status Reports.

The contractor shall submit quarterly progress reports showing progress, cost, problems and remedial actions taken.

C.6.5: Final Report.

The contractor shall document and submit a final report with findings and recommendations for the design, manufacture and testing of the AMCB. The recommendations shall be open domain and not contain any proprietary information or data.

C.6.5.1 The Final Report shall also include safety guidelines to be followed when conducting laboratory and field tests. The safety guidelines shall include precautionary steps that should be taken to avoid damage and/or injury while testing the AMCB.

C.7: Deliverables

C.7.1: The contractor shall deliver an AMCB that is capable of spanning a 13 meter gap as described in section C.5.

C.7.2: Contractor's Progress, Status, and Management Report

The Contractor shall provide a "Contractor's Progress, Status and Management Report" in accordance with the Contract Data Requirements List, Data Item No. A001, DID Number: DI-MGMT-80227, with noted exceptions. The report shall discuss technical progress, problems encountered with corrective action taken, and plans for the following period.

C.7.3: Final Technical Report for the Design and Manufacture of the AMCB

The Contractor shall submit a "Final Technical Report for the Design and Manufacture of the AMCB" in accordance with the Contract Data Requirements List, Data Item No. A002.

C.8: Option

The contractor shall fabricate, test and deliver additional modules to enable crossing of a 26 meter gap. The contractor shall test the fully-assemble AMCB capable of crossing 26 meters in accordance with C.5.2 & C.5.3

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items delivered under this contract shall be packaged and packed in accordance with standard commercial practices, in order to assure arrival at Destination without damage or loss.

D.2 Marking

The contractor shall ensure that all technical data, deliverable under this contract, is identified by the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

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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	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

E.1 The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all hardware, software, and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

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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	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 Delivery

F.1.1 All items called for in this contract shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSRDE-TAR-BRDG,MS 21,
Ramki Iyer
6501 E. 11 Mile Rd.
Warren, Michigan 48397-5000

F.1.2 Delivery of Data set forth in the Contract shall be in accordance with DD Form 1423 (Section J).

F.1.2.1 Data item A001: Contractor's Progress, Status & Management report.

F.1.2.2 Data item A002: Final Technical Report (FTR)

F.1.3 A complete advanced modular composite bridge as described in C.7.1 shall be delivered to the Government at the end of contract performance.

F.2 Performance

The period of performance of the contract shall be twenty-four (24) months from the date of award.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: TBD
e-mail:

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Cognizant ACO
e-mail: -4-

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST WITHIN EACH CLIN

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification and accounting classification reference number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

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G.1.3 The PAYING OFFICE: The major effort on this contract is described under one or more four-digit CLINs. Each four-digit CLIN has at least one six-digit contract subline and ACRN. The contract is funded at the subline level. When the contractor submits an invoice (which will specify one or more four-digit CLINs against which payment is being requested), DFAS will make payment for each invoiced CLIN using the oldest money available under the six-digit subline(s) associated with the specified four-digit CLIN(s).

G.1.3.1 Example One:

The contractor submits an invoice in the total amount of \$150,000. The contractor further identifies \$100,000 is for effort performed under CLIN 0003, and \$50,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA with FY01 funds, 0003AB with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$100,000 effort under CLIN 0003, make disbursement from 0003AB until fully disbursed then begin disbursing from 0003AA.

For the \$50,000 effort under CLIN 0004, make disbursement from 0004AA until fully disbursed then begin disbursing from 0004AB.

G.1.3.1 Example Two:

The contractor submits an invoice in the total amount of \$200,000. The contractor further identifies \$50,000 is for effort performed under CLIN 0003, and \$150,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA and 0003AB, which are both funded with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$50,000 effort under CLIN 0003, make disbursement equally from both CLIN 0003AA and 0003AB since they are the same year money.

For the \$150,000 effort under CLIN 0004, make disbursement from CLIN 0004AA until fully disbursed then begin disbursing from CLIN 0004AB EVEN IF THERE IS STILL OLDER MONEY REMAINING ON CLIN 0003AA.

G.2 SPECIAL BILLING INSTRUCTIONS: BILL TO THE FOUR DIGIT LINE ITEM

G.2.1 The CONTRACTOR shall bill costs against the four digit CLIN as shown in Section B of this award. This four digit CLIN shall be identified on each invoice or payment voucher submitted against this contract for payment and shall correspond with the effort performed. Additionally, the contractor shall also list all the associated six digit SubCLIN(s) under the specified four-digit CLIN(s) for which payment is being requested, and for which funding has been obligated, stating that DFAS is to pay from SubCLIN(s) in accordance with the special payment instructions specified in G.1.

*** END OF NARRATIVE G 001 ***

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	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-16	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990
		The Contractor shall furnish the Contracting Officer the following:	
		(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.	
		(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.	
		(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.	
		(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.	
		(End of clause)	
H-17	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	

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Name of Offeror or Contractor:

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
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.

(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, 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 or by calling (586) 574-7059.

[End of Clause]

H-18 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-19 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(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:

Name of Offeror or Contractor:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: 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]

H.1 OPTION

The Government reserves the right to exercise an option for the additional AMCB modules as defined in section C.8 at the cost identified under section B.3. The period for exercising the option shall expire sixty (60) days prior to the end of the contract period of performance, see section F.2

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	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	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-3	CONVICT LABOR	JUN/2003
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-35	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-36	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-20	LIMITATION OF COST	APR/1984
I-43	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-48	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-49	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-50	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-	JUN/2003

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		HOOR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-58	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-59	52.249-14	EXCUSABLE DELAYS	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-64	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-65	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-66	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-67	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-68	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-70	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-71	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-72	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-73	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-79	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-82	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

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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 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-83

52.222-2

PAYMENT FOR OVERTIME PREMIUMS

JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be negotiated) or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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(End of clause)

I-84 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.

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

[End of Clause]

I-85 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

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

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, 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 (OCT 2000)(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-86 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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(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-87 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(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 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."

[End of Clause]

I-88 252.247-7023 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.

(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.

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(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;

(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

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

[End of Clause]

(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

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Name of Offeror or Contractor:

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]

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACTOR DATA REQUIREMENT LIST			
Attachment 001	TRILATERAL CODE			ELECTRONIC IMAGE

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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	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is 325991.

(2) The small business size standard is 500 employees.

(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,

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Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
[] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

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

(1) Means a small business concern-

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

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

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

"Small business concern," 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-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APR/1991

(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

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Name of Offeror or Contractor:

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.

(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;

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MOD/AMD

Name of Offeror or Contractor:

- 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]

K-7 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(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.

(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).

Name of Offeror or Contractor:

[End of Provision]

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)

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

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

(A) [] are
 [] are not

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

(B) [] have
 [] have not

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

[End of Provision]

Name of Offeror or Contractor:

K-10 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.

Blank lines for providing performance and owner information.

[End of Provision]

K-11 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-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It [] has developed and has on file,
[] has not developed and does not have on file,

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

- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and

Name of Offeror or Contractor:

regulations of the Secretary of Labor.

[End of Provision]

K-13

52.227-6

ROYALTY INFORMATION

APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
(2) Date of license agreement;
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
(4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
(5) Percentage or dollar rate of royalty per unit;
(6) Unit price of contract item;
(7) Number of units; and
(8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K-14

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:

Table with 2 columns: Line Item Number, Country of Origin. Includes blank lines for data entry.

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

Table with 2 columns: Line Item Number, Country of Origin (If known). Includes blank lines for data entry.

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[End of Provision]

K-15 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the _____ (name of contracting agency(ies)) _____ under Contract No. _____ (Contracting agency(ies) contract number(s)) _____.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the _____ (name of contracting agency(ies)) _____.

(End of clause)

K-16 252.247-7022 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 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-17 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-18 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

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:

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Name of Offeror or Contractor:

PERSONS AUTHORIZED TO NEGOTIATE

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

[End of Provision]

K-19 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
 (TACOM)

(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.

(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.

Name of Offeror or Contractor:

(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.

(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]

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<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 ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-8	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors 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 officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) 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 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 of recent sales in quantities similar to the proposed quantities;
- (B) 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;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror 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 provision, 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 offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror 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 such as letter contracts), the offeror 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: email

[End of Provision]

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

Page 35 of 40

PIIN/SIIN W56HZV-04-R-0603

MOD/AMD

Name of Offeror or Contractor:

L-9 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a cost-plus-fixed-fee (CPFF) contract resulting from this solicitation.
(End of provision)

L-10 52.233-2 SERVICE OF PROTEST AUG/1996

(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 (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Road, Rm 2-1SE3401 Ft. Blvoir, VA 22060 Facsimile number (703) 806-8866/806-8875
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The AMC-Level protest procedures are found at: 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:

Name of Offeror or Contractor:

- (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

(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.

(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 52.215-4003 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

Name of Offeror or Contractor:

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-13 52.215-4004 COST OR PRICING DATA JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-14 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

Name of Offeror or Contractor:

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-15 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION APR/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.

(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-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 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 (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

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 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 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) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 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".

Name of Offeror or Contractor:

(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 100 or 250 megabyte Zip*-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.

(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-16

52.219-4003
(TACOM)

HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS

JUN/1997

(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

Name of Offeror or Contractor:

- 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-17 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:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: D. SYSTEM/ITEM.....:

B. EXHIBIT: A E. CONTRACT/PR NO.:

C. CATEGORY.....: F. CONTRACTOR.....: Seemann Composites Inc., P. O. Box 3449, Gulfport, MS 39505

1. DATA ITEM NO.: A001

2. TITLE OF DATA ITEM: Contractor's Progress, Status and Management Report

3. SUBTITLE:

4. AUTHORITY : DI-MGMT-80227

5. CONTRACT REFERENCE:

6. REQUIRING OFFICE : AMSRDE-TAR-BRDG/21 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.:

SEE BLOCK 16

7. DD250 REQ : LT 10. FREQUENCY: SEE BLOCK 16 13. DATE OF SUBS. SUB...: SEE BLOCK 16

8. APP CODE : 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Contracting Officer's Representative (COR), E-mail:			0	1
Contract Specialist Tom Sargee, E-mail: sargeet@tacom.army.mil			0	1
ACO TBD			0	1
15. TOTAL:			0	3

16. REMARKS: The Contractor shall deliver a written report every quarter throughout the contract performance period. The report shall discuss technical progress during the month, problems encountered with corrective action taken, and plans for the following month. The report shall be submitted electronically, in the Contractor's format. The files shall be MS Windows95/MS Office 97 Professional software compatible. Available methods of delivery are as follows: electronic mail, file transfer protocol, 3.5 HD floppy disc, CD-ROM, or IOMEGA Zip or Jaz. See the data item description at the internet address below for guidance on completing the required report.

*Delete the following paragraphs from DID-MGMT-80227:
 First sentence of paragraph 10.2; "A front cover sheet which includes" from the first sentence in paragraph 10.3a; Paragraphs 10.3.g, 10.3.i, 10.3.j, 10.3.k, 10.3.l entirely.

1. DATA ITEM NO.: A002

2. TITLE OF DATA ITEM: Final Technical Report

3. SUBTITLE :

4. AUTHORITY: DI-MISC-80652

5. CONTRACT REFERENCE:

6. REQUIRING OFFICE: AMSRDE-TAR-BRDG/219. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB: SEE BLOCK 16

7. DD250 REQ : LT 10. FREQUENCY: SEE BLOCK 16 13. DATE OF SUBS. SUB.: SEE BLOCK 16

8. APP CODE: 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Contracting Officer's Representative (COR), , E-mail:			1	1
Contract Specialist, Tom Sargee, E-mail: sargeet@tacom.army.mil			0	1
ACO			<u>0</u>	<u>1</u>
15. TOTAL:			1	4

16. REMARKS: The Contractor shall submit a draft "Technical Report" within thirty days from the end of contract. This draft Report shall include all technical investigations conducted. The Government shall review the draft report and return it to the Contractor within 15 days of receipt, with any comments. The Contractor shall submit a final "Final Technical Report" within 15 days of receiving the Government's comments regarding the draft report. The COR is responsible for reviewing and accepting or rejecting the draft and final reports. The Contractor shall send a copy of the approved final report to DTIC, with a completed Standard Form (SF) 298 (Report Documentation Page) cover sheet. Submit reports electronically, in the Contractor's format. The files shall be MS Windows95/MS Office 97 Professional software compatible. Available methods of delivery are as follows: electronic mail, file transfer protocol, 3.5 HD floppy disc, CD-ROM, or IOMEGA Zip or Jaz. Note Tailoring: Delete paragraphs 10.2.3.1, 10.3.2.1, 10.3.12, and 10.4 from DI-MISC-80652. You may download the SF 298 from the following internet address: [Http://web1.whs.osd.mil/icdhome/SFEFORMS.HTM](http://web1.whs.osd.mil/icdhome/SFEFORMS.HTM)

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SECTION A - SUPPLEMENTAL INFORMATION

ADDED AS7311 52.204-4016 01-JUL-2003 TACOM-WARREN ELECTRONIC CONTRACTING
(TACOM)

ADDED AS7854 52.215-4854 01-JUL-2002 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS
(TACOM) SOLICITATION/REQUEST

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0206 52.246-8 01-MAY-2001 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT

ADDED ES7003 52.246-4030 01-AUG-1994 INSPECTION POINT: DESTINATION
(TACOM)

ADDED ES7004 52.246-4031 01-AUG-1994 ACCEPTANCE POINT: DESTINATION
(TACOM)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0133 52.242-15 01-AUG-1989 STOP WORK ORDER--(ALTERNATE I dated APR 1984)

ADDED FF0010 52.247-34 01-NOV-1991 F.O.B. DESTINATION

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GS6651 52.242-4016 01-MAY-2000 COMMUNICATIONS
(TACOM)

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: TBD
e-mail:

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Cognizant ACO
e-mail: -4-

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

ADDED GA7811 252.201-7000 01-DEC-1991 CONTRACTING OFFICER'S REPRESENTATIVE

ADDED GS7630 52.227-4004 01-OCT-2003 RELEASE OF INFORMATION
(TACOM)

ADDED GS7411 52.232-4005 01-JAN-1988 INVOICE INFORMATION REQUIREMENT
(TACOM)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0803 252.204-7000 01-DEC-1991 DISCLOSURE OF INFORMATION

ADDED HA0870 252.204-7002 01-DEC-1991 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED

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ADDED	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	HA0853	252.225-7001	01-APR-2003	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
ADDED	HA0830	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	HA0811	252.225-7004	01-APR-2003	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	HA0309	252.225-7013	01-JAN-2004	DUTY-FREE ENTRY
ADDED	HA0390	252.227-7036	01-JAN-1997	DECLARATION OF TECHNICAL DATA CONFORMITY
ADDED	HA0392	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	HA0823	252.235-7011	01-SEP-1999	FINAL SCIENTIFIC OR TECHNICAL REPORT
ADDED	HA0809	252.242-7004	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	HA0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	HA0805	252.246-7001	01-DEC-1991	WARRANTY OF DATA
ADDED	HA7800	252.225-7003	01-APR-2003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	HA7751	252.227-7039	01-APR-1990	PATENTS -- REPORTING OF SUBJECT INVENTIONS
DELETED	HD7013	AFARS 5152.217-7031	01-MAY-2002	CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS
ADDED	HS7101	52.204-4005	01-JUN-2004	REQUIRED USE OF ELECTRONIC CONTRACTING
ADDED	HS7131	52.216-4008 (TACOM)	01-JUN-1989	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
ADDED	HS7301	52.246-4026 (TACOM)	01-JAN-2002	LOCAL ADDRESSES FOR DD FORM 250
SECTION I - CONTRACT CLAUSES				
ADDED	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
ADDED	IF0004	52.203-3	01-APR-1984	GRATUITIES
ADDED	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
ADDED	IF0165	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
ADDED	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
ADDED	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF0023	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0964	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS

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ADDED	IF0017	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS
ADDED	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0027	52.215-10	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF0029	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0832	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))
ADDED	IF0031	52.215-15	01-JAN-2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
ADDED	IF0086	52.215-18	01-OCT-1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF0451	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED	IF0035	52.216-7	01-DEC-2002	ALLOWABLE COST AND PAYMENT
ADDED	IF0036	52.216-8	01-MAR-1997	FIXED FEE
DELETED	IF0039	52.216-11	01-APR-1984	COST CONTRACT--NO FEE (ALTERNATE I (1984 APR))
ADDED	IF0069	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF0078	52.222-3	01-JUN-2003	CONVICT LABOR
ADDED	IF0445	52.222-19	01-JUN-2004	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
ADDED	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
ADDED	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
ADDED	IF0098	52.225-13	01-JAN-2004	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IF0343	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)
ADDED	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0370	52.227-11	01-JUN-1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
ADDED	IF0106	52.228-7	01-MAR-1996	INSURANCE--LIABILITY TO THIRD PERSONS
ADDED	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS

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ADDED	IF0128	52.232-17	01-JUN-1996	INTEREST
ADDED	IF0129	52.232-20	01-APR-1984	LIMITATION OF COST
ADDED	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
ADDED	IF0362	52.232-25	01-OCT-2003	PROMPT PAYMENT
ADDED	IF0703	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0136	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0350	52.233-3	01-AUG-1996	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)
ADDED	IF0140	52.242-1	01-APR-1984	NOTICE OF INTENT TO DISALLOW COSTS
ADDED	IF0732	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
ADDED	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
ADDED	IF0158	52.243-2	01-AUG-1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))
ADDED	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0163	52.244-2	01-AUG-1998	SUBCONTRACTS (ALT I--AUG 1998)
ADDED	IF0166	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF0174	52.245-5	01-JUN-2003	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)
ADDED	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0246	52.249-6	01-SEP-1996	TERMINATION (COST-REIMBURSEMENT)
ADDED	IF0257	52.249-14	01-APR-1984	EXCUSABLE DELAYS
ADDED	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA0280	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
ADDED	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
ADDED	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
ADDED	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
ADDED	IA0888	252.215-7002	01-OCT-1998	COST ESTIMATING SYSTEM REQUIREMENTS
ADDED	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0828	252.225-7012	01-FEB-2003	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

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ADDED	IA0885	252.225-7014	01-APR-2003	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
ADDED	IA0829	252.225-7016	01-MAY-2004	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA0017	252.225-7017	01-FEB-2000	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
ADDED	IA0852	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
ADDED	IA0654	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	IA0350	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
DELETED	IA0451	252.227-7013	01-JUN-1995	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (ALT I)
ADDED	IA0624	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA0625	252.227-7017	01-JUN-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	IA0379	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0381	252.227-7034	01-APR-1984	PATENTS--SUBCONTRACTS
ADDED	IA0444	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
ADDED	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
CHANGED	IF6215	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (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]

CHANGED IF6077 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be negotiated) or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

ADDED IF7405 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

ADDED IF7238 52.244-6 01-APR-2003 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

ADDED IF7262 52.252-6 01-APR-1984 AUTHORIZED DEVIATIONS IN CLAUSES

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ADDED	IA7622	252.204-7004	01-NOV-2003	ALTERNATE A
ADDED	IA7807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
ADDED	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

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

ADDED	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	KA0298	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
CHANGED	KF6230	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 325991.
- (2) The small business size standard is 500 employees.

(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:

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- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

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

(1) Means a small business concern-

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

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

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

"Small business concern," 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]

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ADDED	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
ADDED	KF7733	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
ADDED	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
ADDED	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7303	52.227-6	01-APR-1984	ROYALTY INFORMATION
ADDED	KA7850	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7890	252.235-7010	01-MAY-1995	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER
ADDED	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
ADDED	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
ADDED	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
ADDED	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS				
ADDED	LF0104	52.211-2	01-JAN-2004	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
ADDED	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
ADDED	LF0020	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))
ADDED	LF0373	52.215-16	01-OCT-1997	FACILITIES CAPITAL COST OF MONEY
ADDED	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
ADDED	LA0010	252.209-7003	01-MAR-1998	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
CHANGED	LF6204	52.215-20	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors 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.

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(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 officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) 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 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 of recent sales in quantities similar to the proposed quantities;
- (B) 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;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror 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 provision, 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 offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror 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 such as letter contracts), the offeror 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: email

[End of Provision]

CHANGED LF6001 52.216-1 01-APR-1984 TYPE OF CONTRACT
 The Government contemplates award of a cost-plus-fixed-fee (CPFF) contract resulting from this solicitation.
 (End of provision)

ADDED	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
ADDED	LM7015	52.233-4001 (TACOM)	01-MAY-2000	HQ-AMC LEVEL PROTEST PROCEDURES
ADDED	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
ADDED	LS7325	52.215-4004	01-JUN-1999	COST OR PRICING DATA
ADDED	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	LS7850	52.215-4850 (TACOM)	01-APR-2004	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
ADDED	LS7011	52.219-4003 (TACOM)	01-JUN-1997	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS

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ADDED LS7040 52.233-4000 01-AUG-1999 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
(TACOM)