

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 of 155
2. Contract No.	3. Solicitation No. W56HZV-04-R-0037	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004APR09	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADEAF 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 03:00pm (hour) local time 2004MAY24 (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 DAVID FORSGREN E-mail address: FORSGRED@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586)574-6880
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THIS IS A FIRM FIXED PRICE (FFP) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT.</p> <p>CONTRACT DATA REQUIREMENTS (CDRLs) SHALL NOT BE SEPARATELY PRICED.</p> <p>*****</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>BASIC CONTRACT (INCLUDING OPTIONS) ORDERING PERIOD</u></p> <p>FIRST ORDERING YEAR IS THE DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>SECOND ORDERING YEAR IS 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR IS 730 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR IS 1,095 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR IS 1,460 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE CONTRACT YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE OF THE ORDER DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>*****</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW (EXCEPT OPTION CLIN 0150 - SEE NOTE BELOW), THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>NOTE: OPTION CLIN 0150 - DISTANCE LEARNING: THE GOVERNMENT RESERVES THE RIGHT TO AWARD THIS OPTION AT ANY TIME BEGINNING WITH THE INITIAL</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CONTRACT AWARD THROUGH 1,824 DAYS AFTER THE BASIC CONTRACT AWARD.</p> <p>*****</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO CLINS 0011, 0012, 0013, 0014, AND 0015.</p> <p>THE MINIMUM QUANTITY OF PUMPING MODULES THAT WILL BE ORDERED AT THE TIME OF THE BASIC CONTRACT AWARD IS 5 EACH. THIS QUANTITY INCLUDES 3 EACH ON CLIN 0011AA PLUS 2 EACH ON CLIN 0011AB.</p> <p>ONLY THE MINIMUM QUANTITY OF PUMPING MODULES IS GUARANTEED.</p> <p>THE MAXIMUM 5 YEAR QUANTITY OF PUMPING MODULES IS 179 EACH. THIS QUANTITY INCLUDES:</p> <p>3 EACH ON CLIN 0011AA 2 EACH ON CLIN 0011AB 2 EACH ON CLIN 0011AC 6 EACH ON CLIN 0012AA 34 EACH ON CLIN 0013AA 44 EACH ON CLIN 0014AA 88 EACH ON CLIN 0015AA</p> <p>*****</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO CLINS 0021, 0022, 0023, 0024, AND 0025.</p> <p>THE MINIMUM QUANTITY OF TANK RACKS THAT WILL BE ORDERED AT THE TIME OF THE BASIC CONTRACT AWARD IS 17 EACH. THIS QUANTITY INCLUDES 3 EACH ON CLIN 0021AA PLUS 14 EACH ON CLIN 0021AB.</p> <p>ONLY THE MINIMUM QUANTITY OF TANK RACKS IS GUARANTEED.</p> <p>THE MAXIMUM 5 YEAR QUANTITY OF TANK RACKS IS 1549 EACH. THIS QUANTITY INCLUDES:</p> <p>3 EACH ON CLIN 0021AA 14 EACH ON CLIN 0021AB 14 EACH ON CLIN 0021AC 42 EACH ON CLIN 0022AA 306 EACH ON CLIN 0023AA 378 EACH ON CLIN 0024AA 792 EACH ON CLIN 0025AA</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850). (SEE SECTION L PROVISION)</p> <p>*****</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	(End of narrative A001)												
0011	SECURITY CLASS: Unclassified												
0011AA	<p><u>FIRST ARTICLE TEST (FAT)</u></p> <p>NOUN: PUMPING MODULES</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>I.A.W. SECTION E OF THE SOLICITATION/CONTRACT ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS. THIS PRICE SHALL INCLUDE CONTRACTOR SUPPORT OF GOVERNMENT TESTING I.A.W. PARAGRAPH C.15 OF THE SOLICITATION/CONTRACT.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG-TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 2 EACH</p> <table border="0" data-bbox="386 1262 711 1310"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table border="0" data-bbox="386 1367 711 1415"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 480</p> <p>FOB POINT: Origin</p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	3	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>Deliveries or Performance</u></p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN THE FAT CLAUSE IN SECTION E</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0011AB	<p><u>IOT&E</u></p> <p>NOUN: PUMPING MODULES</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>I.A.W. SECTION E OF THE SOLICITATION/CONTRACT</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS. THIS PRICE SHALL INCLUDE CONTRACTOR SUPPORT OF GOVERNMENT TESTING I.A.W. PARAGRAPH C.15 OF THE SOLICITATION/CONTRACT.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 2 EACH</p> <table border="0" style="margin-left: 40px;"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 480</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>Deliveries or Performance</u></p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	2	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE								
\$ _____	\$ _____								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN THE INITIAL OPERATIONAL TEST AND EVALUATION CLAUSE IN SECTION E OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

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UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
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0012	SECURITY CLASS: Unclassified												
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UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
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UNIT PRICE	TOTAL PRICE												
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Name of Offeror or Contractor:

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UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
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0015	SECURITY CLASS: Unclassified												
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UNIT PRICE	TOTAL PRICE												
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UNIT PRICE	TOTAL PRICE												
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0021	SECURITY CLASS: Unclassified				
0021AA	<p><u>FIRST ARTICLE TEST (FAT)</u></p> <p>NOUN: TANK RACKS</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>I.A.W. SECTION E OF THE SOLICITATION/CONTRACT</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS. THIS PRICE SHALL INCLUDE CONTRACTOR SUPPORT OF GOVERNMENT TESTING I.A.W. PARAGRAPH C.15 OF THE SOLICITATION/CONTRACT.</p>	3	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG-TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 2 EACH UNIT PRICE TOTAL PRICE \$ _____ \$ _____</p> <p>LONG TERM PACKAGING - 1 EACH UNIT PRICE TOTAL PRICE \$ _____ \$ _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 480</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>Deliveries or Performance</u></p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN THE FAT CLAUSE SET FORTH IN SECTION E OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0021AB	<p><u>IOT&E</u></p> <p>NOUN: TANK RACKS</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>I.A.W. SECTION E OF THE SOLICITATION/CONTRACT</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS. THIS PRICE SHALL INCLUDE CONTRACTOR SUPPORT OF GOVERNMENT TESTING I.A.W. PARAGRAPH C.15 OF THE SOLICITATION/CONTRACT.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 14 EACH</p> <table border="0" style="margin-left: 40px;"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 480</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>Deliveries or Performance</u></p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	14	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE								
\$ _____	\$ _____								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN THE FAT CLAUSE SET FORTH IN SECTION E OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0021AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TANK RACKS</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 13 EACH</p> <table data-bbox="386 915 711 968"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table data-bbox="386 1024 711 1077"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN SECTION F OF THE SOLICITATION/CONTRACT.</p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	EST 14	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	(End of narrative F001)												
0022	SECURITY CLASS: Unclassified												
0022AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TANK RACKS</p> <p>SECOND ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 41 EACH</p> <table border="0" data-bbox="386 1129 711 1180"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table border="0" data-bbox="386 1234 711 1285"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR</p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	EST 42	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN SECTION F OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>												
0023	SECURITY CLASS: Unclassified												
0023AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TANK RACKS</p> <p>THIRD ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 305 EACH</p> <table data-bbox="386 1339 711 1392"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table data-bbox="386 1444 711 1497"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT</p> <p>(End of narrative D001)</p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	EST 306	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN SECTION F OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>												
0024	SECURITY CLASS: Unclassified												
0024AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TANK RACKS</p> <p>FOURTH ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 377 EACH</p> <table data-bbox="386 1549 711 1602"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table data-bbox="386 1654 711 1707"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	EST 378	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN SECTION F OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>												
0025	SECURITY CLASS: Unclassified												
0025AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TANK RACKS</p> <p>FIFTH ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ATPD 2236B DATED 10 MAR 2004.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN (MINUS PACKAGING PRICE) IN THE ADJACENT COLUMNS.</p> <p>IN ADDITION TO THE ABOVE PRICE, OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND TOTAL PRICE FOR SHORT-TERM AND LONG TERM PACKAGING IN THE SPACE PROVIDED BELOW:</p> <p>SHORT TERM PACKAGING - 791 EACH</p> <table data-bbox="373 1743 714 1816"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table> <p>LONG TERM PACKAGING - 1 EACH</p> <table data-bbox="373 1848 714 1921"> <tr> <td>UNIT PRICE</td> <td>TOTAL PRICE</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table>	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	UNIT PRICE	TOTAL PRICE	\$ _____	\$ _____	EST 792	EA	\$ _____	\$ _____
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												
UNIT PRICE	TOTAL PRICE												
\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION, PACKAGING, PACKING, AND MARKING SHALL BE I.A.W. SECTION D OF THE SOLICITATION/CONTRACT</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY SCHEDULE FOR THESE ITEMS IS SHOWN IN SECTION F OF THE SOLICITATION/CONTRACT.</p> <p>(End of narrative F001)</p>				
0031	SECURITY CLASS: Unclassified				
0031AA	<p><u>LOGISTICS DEMONSTRATION & PLAN</u></p> <p>NOUN: LOGISTICS DEMONSTRATION</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 LOT</p> <p>THE PRICE OF THIS CLIN 0031AA IS FOR CONTRACTOR SUPPORT OF GOVERNMENT CONDUCTED LOGISTICS DEMONSTRATION I.A.W. PARAGRAPHS C.14.2, C.14.3, AND C.14.4 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0041	SECURITY CLASS: Unclassified				
0041AA	<p><u>TRAINING</u></p> <p>NOUN: FAT OPERATOR TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0041AA IS FOR FIRST ARTICLE TEST (FAT) OPERATOR TRAINING I.A.W. PARAGRAPH C.18.2 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	EA		\$ _____
0051	SECURITY CLASS: Unclassified				
0051AA	<p><u>TRAINING</u></p> <p>NOUN: FAT MAINTAINER TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0051AA IS FOR FIRST ARTICLE TEST (FAT) MAINTAINER TRAINING I.A.W. PARAGRAPH C.18.2 OF THE SOLICITATION/CONTRACT.</p>	1	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	<p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>				
0061AA	<p><u>TRAINING</u></p> <p>NOUN: DATA COLLECTION ORIENTATION</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0061AA IS FOR FIRST ARTICLE TEST (FAT) DATA COLLECTION ORIENTATION TRAINING I.A.W. PARAGRAPH C.18.3 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>	1	EA		\$ _____
0071	<p>SECURITY CLASS: Unclassified</p> <p><u>TRAINING</u></p> <p>NOUN: IOT&E OPERATOR TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p>	1	EA		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0071AA IS FOR IOT&E OPERATOR TRAINING I.A.W. PARAGRAPH C.18.4 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0081	SECURITY CLASS: Unclassified				
0081AA	<p><u>TRAINING</u></p> <p>NOUN: IOT&E MAINTAINER TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0081AA IS FOR IOT&E MAINTAINER TRAINING I.A.W. PARAGRAPH C.18.4 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	EA		\$ _____
0091	SECURITY CLASS: Unclassified				
0091AA	<p><u>TRAINING</u></p> <p>NOUN: DATA COLLECTION ORIENTATION</p>	1	EA		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0091AA IS FOR IOT&E DATA COLLECTION ORIENTATION TRAINING I.A.W. PARAGRAPH C.18.5 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0101	SECURITY CLASS: Unclassified				
0101AA	<p><u>TRAINING</u></p> <p>NOUN: I&KPT OPERATOR TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0101AA IS FOR IOT&E OPERATOR TRAINING I.A.W. PARAGRAPH C.18.9 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p style="text-align: center;">(End of narrative B001)</p>	1	EA		\$ _____
0111	SECURITY CLASS: Unclassified				
0111AA	<p><u>TRAINING</u></p>	1	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0121	<p>NOUN: I&KPT MAINTAINER TRAINING</p> <p>FIRST ORDERING YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>1 COURSE</p> <p>THE PRICE OF THIS CLIN 0111AA IS FOR IOT&E MAINTAINER TRAINING I.A.W. PARAGRAPH C.18.9 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>TECHNICAL DATA ITEMS AS SET FORTH IN THE CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), EXHIBIT A, AS DESCRIBED IN PARAGRAPH B.3</p> <p>DATA ITEMS ARE NOT SEPARATELY PRICED; HOWEVER, OFFERORS ARE REQUESTED TO PROVIDE PRICES FOR INFORMATIONAL PURPOSES AND FOR EVALUATION OF PRICE REALISM AND REASONABLENESS.</p> <p style="text-align: center;">(End of narrative A001)</p>										
A001	<p><u>DATA ITEM</u></p> <p>NOUN: MEETING MINUTES SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE, ESTIMATED QUANTITY, AND TOTAL AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p style="text-align: center;">ESTIMATED</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">UNIT PRICE</td> <td style="width: 33%;">QUANTITY</td> <td style="width: 33%;">TOTAL</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>\$ _____</td> </tr> </table>	UNIT PRICE	QUANTITY	TOTAL	\$ _____	_____	\$ _____	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
UNIT PRICE	QUANTITY	TOTAL									
\$ _____	_____	\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A002	<p>(End of narrative B001)</p> <p><u>DATA ITEM</u></p> <p>NOUN: ENGINEERING CHANGE PROPOSAL SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE, ESTIMATED QUANTITY, AND TOTAL AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">ESTIMATED</td> <td></td> </tr> <tr> <td>UNIT PRICE</td> <td>QUANTITY</td> <td>TOTAL</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p>		ESTIMATED		UNIT PRICE	QUANTITY	TOTAL	\$ _____	_____	\$ _____	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
	ESTIMATED													
UNIT PRICE	QUANTITY	TOTAL												
\$ _____	_____	\$ _____												
A003	<p><u>DATA ITEM</u></p> <p>NOUN: REQUEST FOR DEVIATION SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE, ESTIMATED QUANTITY, AND TOTAL AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">ESTIMATED</td> <td></td> </tr> <tr> <td>UNIT PRICE</td> <td>QUANTITY</td> <td>TOTAL</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>\$ _____</td> </tr> </table> <p>(End of narrative B001)</p>		ESTIMATED		UNIT PRICE	QUANTITY	TOTAL	\$ _____	_____	\$ _____	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
	ESTIMATED													
UNIT PRICE	QUANTITY	TOTAL												
\$ _____	_____	\$ _____												
A004	<p><u>RESERVED</u></p> <p>NOUN: RESERVED SECURITY CLASS: Unclassified</p>		LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>				
A005	<p><u>DATA ITEM</u></p> <p>NOUN: LMI DATA-PUBS & PROVISIONS SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A006	<p><u>DATA ITEM</u></p> <p>NOUN: SPI & S+S INSTRUCTIONS SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A007	<p>(End of narrative B001)</p> <p><u>DATA ITEM</u></p> <p>NOUN: LMI DATA-PACK DATA ELEMENTS SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A008	<p><u>DATA ITEM</u></p> <p>NOUN: SPECIAL PACK INSTRUCTIONS SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A009	<p><u>DATA ITEM</u></p> <p>NOUN: SAFETY ASSESSMENT REPORT SECURITY CLASS: Unclassified</p>	1	LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>				
A010	<p><u>DATA ITEM</u></p> <p>NOUN: TRANSPORTABILITY REPORT SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A011	<p><u>DATA ITEM</u></p> <p>NOUN: SPARE PART LISTS-SSP CONTENT SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A012	<p>(End of narrative B001)</p> <p><u>DATA ITEM</u></p> <p>NOUN: TRAINING MATLS-COURSE OUTLINE SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
A013	<p><u>DATA ITEM</u></p> <p>NOUN: TRAINING MATERIALS SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p>	1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ _____ (End of narrative B001)				
A014	<p><u>DATA ITEM</u></p> <p>NOUN: TRAIN COURSE COMPLETION RPT SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A015	<p><u>DATA ITEM</u></p> <p>NOUN: DISTANCE LEARNING PACKAGE SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <p>AMOUNT</p> <p>\$ _____</p> <p>(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A016	<p><u>DATA ITEM</u></p> <p>NOUN: CONTRACTOR FIELD SERVICE RPT SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE, ESTIMATED QUANTITY, AND TOTAL AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <table data-bbox="272 940 678 1024"> <tr> <td></td> <td style="text-align: center;">ESTIMATED</td> <td></td> </tr> <tr> <td>UNIT PRICE</td> <td>QUANTITY</td> <td>TOTAL</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>\$ _____</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p>		ESTIMATED		UNIT PRICE	QUANTITY	TOTAL	\$ _____	_____	\$ _____	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
	ESTIMATED													
UNIT PRICE	QUANTITY	TOTAL												
\$ _____	_____	\$ _____												
A017	<p><u>DATA ITEM</u></p> <p>NOUN: FACAR REPORT SECURITY CLASS: Unclassified</p> <p>FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIS DATA IS NOT SEPARATELY PRICED.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE, ESTIMATED QUANTITY, AND TOTAL AMOUNT FOR THIS DATA IN THE SPACE BELOW:</p> <table data-bbox="272 1629 678 1713"> <tr> <td></td> <td style="text-align: center;">ESTIMATED</td> <td></td> </tr> <tr> <td>UNIT PRICE</td> <td>QUANTITY</td> <td>TOTAL</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>\$ _____</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p>		ESTIMATED		UNIT PRICE	QUANTITY	TOTAL	\$ _____	_____	\$ _____	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
	ESTIMATED													
UNIT PRICE	QUANTITY	TOTAL												
\$ _____	_____	\$ _____												
A018	<p><u>DATA ITEM</u></p>	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TEST PROCEDURE (AI+T) SECURITY CLASS: Unclassified FIRST ORDER YEAR - DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD. THIS DATA IS NOT SEPARATELY PRICED. OFFERORS SHALL FILL IN THEIR PROPOSED AMOUNT FOR THIS DATA IN THE SPACE BELOW: AMOUNT \$ _____ (End of narrative B001)				
0132	SECURITY CLASS: Unclassified				
0132AA	<u>OPTION - TRAINING</u> NOUN: NET OPERATOR TRAINING SECOND ORDERING YEAR - 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD. 2 CLASSES THE PRICE OF THIS CLIN 0132AA IS FOR NEW EQUIPMENT TRAINING (NET) OPERATOR TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT. OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	2	EA		\$ _____
0133	SECURITY CLASS: Unclassified				
0133AA	<u>OPTION - TRAINING</u>	6	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: NET OPERATOR TRAINING</p> <p>THIRD ORDERING YEAR - 730 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0133AA IS FOR NEW EQUIPMENT TRAINING (NET) OPERATOR TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0134	SECURITY CLASS: Unclassified				
0134AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET OPERATOR TRAINING</p> <p>FOURTH ORDERING YEAR - 1,095 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0134AA IS FOR NEW EQUIPMENT TRAINING (NET) OPERATOR TRAINING I.A.W. PARAGRAPH C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	6	EA		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0135	SECURITY CLASS: Unclassified				
0135AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET OPERATOR TRAINING</p> <p>FIFTH ORDERING YEAR - 1,460 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0135AA IS FOR NEW EQUIPMENT TRAINING (NET) OPERATOR TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	6	EA		\$ _____
0142	SECURITY CLASS: Unclassified				
0142AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET MAINTAINER TRAINING</p> <p>SECOND ORDERING YEAR - 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>2 CLASSES</p> <p>THE PRICE OF THIS CLIN 0142AA IS FOR NEW EQUIPMENT TRAINING (NET) MAINTAINER TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p>	2	EA		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0037 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0143	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>				
0143AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET MAINTAINER TRAINING</p> <p>THIRD ORDERING YEAR - 730 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0143AA IS FOR NEW EQUIPMENT TRAINING (NET) MAINTAINER TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>	6	EA		\$ _____
0144AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET MAINTAINER TRAINING</p> <p>FOURTH ORDERING YEAR - 1,095 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0144AA IS FOR NEW EQUIPMENT TRAINING (NET) MAINTAINER TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p>	6	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0145	SECURITY CLASS: Unclassified				
0145AA	<p><u>OPTION - TRAINING</u></p> <p>NOUN: NET MAINTAINER TRAINING</p> <p>FIFTH ORDERING YEAR - 1,460 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>6 CLASSES</p> <p>THE PRICE OF THIS CLIN 0145AA IS FOR NEW EQUIPMENT TRAINING (NET) MAINTAINER TRAINING I.A.W. PARAGRAPHS C.19 AND H.1.1 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (PER CLASS RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	6	EA		\$ _____
0150	SECURITY CLASS: Unclassified				
0150AA	<p><u>OPTION - DISTANCE LEARNING</u></p> <p>NOUN: DISTANCE LEARNING PACKAGE</p> <p>1 EACH</p> <p>FIRST THROUGH FIFTH ORDERING YEAR (DATE OF BASIC</p>	1	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THE PRICE OF THIS CLIN 0150AA IS FOR A DISTANCE LEARNING PACKAGE I.A.W. PARAGRAPHS C.20 AND H.1.2 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0162	SECURITY CLASS: Unclassified				
0162AA	<p><u>OPTION - SERVICE MANDAYS</u></p> <p>NOUN: FIELD SERVICE REPRESENTATIVE</p> <p>SECOND ORDERING YEAR - 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ESTIMATED NUMBER OF MANDAYS: 10</p> <p>THE PRICE OF THIS CLIN 0162AA IS FOR NEW CONTRACTOR FIELD SERVICE I.A.W. PARAGRAPHS C.21 AND H.1.3 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (MANDAY RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	10	DA		\$ _____
0163	SECURITY CLASS: Unclassified				
0163AA	<p><u>OPTION - SERVICE MANDAYS</u></p> <p>NOUN: FIELD SERVICE REPRESENTATIVE</p>	35	DA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THIRD ORDERING YEAR - 730 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ESTIMATED NUMBER OF MANDAYS: 35</p> <p>THE PRICE OF THIS CLIN 0163AA IS FOR CONTRACTOR FIELD SERVICE I.A.W. PARAGRAPHS C.21 AND H.1.3 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (MANDAY RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0164	SECURITY CLASS: Unclassified				
0164AA	<p><u>OPTION - SERVICE MANDAYS</u></p> <p>NOUN: FIELD SERVICE REPRESENTATIVE</p> <p>FOURTH ORDERING YEAR - 1,095 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ESTIMATED NUMBER OF MANDAYS: 40</p> <p>THE PRICE OF THIS CLIN 0164AA IS FOR CONTRACTOR FIELD SERVICE I.A.W. PARAGRAPHS C.21 AND H.1.3 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (MANDAY RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	40	DA		\$ _____
0165	SECURITY CLASS: Unclassified				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0165AA	<p><u>OPTION - SERVICE MANDAYS</u></p> <p>NOUN: FIELD SERVICE REPRESENTATIVE</p> <p>FIFTH ORDERING YEAR - 1,460 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>ESTIMATED NUMBER OF MANDAYS: 40</p> <p>THE PRICE OF THIS CLIN 0165AA IS FOR CONTRACTOR FIELD SERVICE I.A.W. PARAGRAPH C.21 AND H.1.3 OF THE SOLICITATION/CONTRACT.</p> <p>OFFERORS SHALL FILL IN THEIR PROPOSED UNIT PRICE (MANDAY RATE) AND AMOUNT FOR THIS CLIN IN THE ADJACENT COLUMNS.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	40	DA		\$ _____

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C.1 Load Handling System Modular Fuel Farm (LMFF)

The Load Handling System Modular Fuel Farm (LMFF) is a Palletized Load System (PLS) and Heavy Expanded Mobility Tactical Truck - Load Handling System (HEMTT-LHS) compatible petroleum storage and distribution system. The LMFF is capable of receiving, storing, filtering, and issuing kerosene based fuels and diesel fuel. The LMFF is an ISO-compatible system that can be rapidly emplaced, operated, maintained, and recovered. A single LMFF unit will be primarily set up in two configurations: a 35,000-gallon capacity fuel farm consisting of fourteen tankrack modules and two pump filtration modules and a 45,000-gallon capacity fuel farm consisting of eighteen tankrack modules and two pump filtration modules. In addition, one pump module will be operable with any number of tankracks up to eighteen, and individual tankracks may be used for bulk distribution missions separate from the pumping modules.

C.2 General

C.2.1 This solicitation is for the procurement of tank rack and pump modules to be fielded in the configuration of both 35,000 gallon and 45,000 gallon capacity Load Handling System Modular Fuel Farms. This solicitation will result in the award of a five (5) year Indefinite Delivery, Indefinite Quantity (IDIQ) contract. The contractor, as an independent contractor and not as an agent of the Government, shall provide the supplies and services required by this Statement of Work (SOW) and as required by Options issued by the Contracting Officer under this contract.

C.2.2 This Scope of Work (SOW) is for the Load Handling System Modular Fuel Farm, hereinafter referred to as the LMFF. The SOW for the LMFF will consist of a minimum ordering quantity of First Article Pump and Tankrack Modules, Contractor Support of Government Testing, a System Support Package, Data Requirements, a Logistics Demonstration, and five (5) years of production Pump and Tankrack Modules. Additionally, options exist for Contractor conducted New Equipment Training Classes for Operator and Maintainer Classes (years 3 through 5), a Distance Learning Package, and Contractor Technical Assistance/Field Service Representative (years 3 through 5). Section C of the contract has been structured to this effect. Therefore; Paragraphs C.2 through C.18 applies to the base production of First Article Units and to any production effort under the 5 - year IDIQ contract. Paragraph C.19 shall apply if the option for New Equipment Training is exercised. Paragraph C.20 shall apply if the option for Distance Learning is exercised. Paragraph C.21 shall apply if the option for Contractor Technical Assistance/Field Service Representatives is exercised.

C.3 The LMFF system shall meet the requirements stated in Purchase Description ATPD 2336B, dated 10 Mar 2004.

C.3.1 The contractor shall produce and deliver each LMFF and associated data deliverables in accordance with Section B, and shall meet the delivery schedule in the Section F clause entitled "Delivery Schedule". The contractor shall deliver the LMFF with Basic Issue

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Items (BII) overpacked. The Government will provide the contractor with LMFF Technical Manuals, which the contractor shall overpack in every LMFF delivered to the Government.

C.3.2 Tiering of Specifications and Standards. The following documents used for the procurement of this system(s) shall be designated as "first tier" requirements, and all requirements therein shall be applicable to this procurement. Design and performance data identified in commercially-based standards, practices, and specifications as "General Notes" and "Notes (e.g. ASTM, CID and similar)" shall be required for the purposes of design and performance criteria, Government and contractor-conducted testing, and other verification activities. The Government's objective in requiring what would normally be considered secondary/tertiary-level and referenced information is due to the non-availability of a traditional Government or commercial style data package that would satisfy the procurement requirements.

- a. CID (Commercial Item Descriptions IAW the Federal Standardization Manual)
- b. ASME
- c. SAE
- d. ASTM
- e. Other specified commercially-based specifications/requirements.
- f. Other specified regulatory-based requirements (EPA, OSHA, UL, NSF, NOAA).

C.4 Integrated Product Team (IPT)

C.4.1 The contractor and the Government shall use an Integrated Product Team (IPT) jointly chaired by both Government and contractor as the primary management vehicle for monitoring the status of work described in this contract. The Government and contractor shall use teleconferencing, Internet Home Pages, and shared common databases to ease communication if agreed upon by all parties. IPT members may include personnel designated by the contractor, the Contracting Officer, the Product Manager (PM), and other offices or agencies.

C.4.2 The Government proposes to enter into a voluntary Partnering arrangement with the contractor. Partnering is a commitment between Government and industry to improve communications and avoid disputes. It is accomplished through an informal process with the primary goal of providing American soldiers with quality supplies and services, on time, and at a reasonable price. Should the contractor and Government agree to voluntarily enter into a Partnering relationship, we will follow the guidance in the Army Material Command (AMC) Guide: "Partnering for Success". This guide is located on the Internet at:
http://www.amc.army.mil/amc/command_counsel/resources/documents/Partneringguide/partnering_guide.pdf.

C.5 Data Submission Requirements

C.5.1 The contractor shall deliver all data under this contract, in English, electronically (unless otherwise specified) via Web site, electronic mail, or compact disk, and in MS Office 97 compatible format. Required data shall be delivered to the Government in accordance with the requirements of Exhibit A, the Contract Data Requirements List (CDRL). The Government will provide electronic mail addresses during the start of work meeting.

C.5.2 In addition to the addresses listed in block 14 of the CDRL, an electronic copy of the cover letter accompanying data deliverables shall be submitted to the System Acquisition Manager (SAM) and the Procuring Contracting Officer (PCO).

C.5.3 The contractor shall prepare technical data and reports as specified in the applicable Data Item Description (DID), or as described elsewhere in the contract. In the case of an inconsistency between the DID and the contract, the requirements of the contract shall prevail. Tailored DIDs referenced in the contract SOW and CDRLs (identified by (T) following the DID number) are identified in Section J as attachments to the contract. Should the contractor need to review DIDS that are not tailored in the Contract or Delivery Orders, refer to the database at "<http://dodssp.daps.mil/assist.htm>". To obtain documents at no cost, click "Quick Search".

C.6 Meetings and Reviews

C.6.1 The contractor shall conduct meetings and reviews to provide the Government the means to assess the progress of the total technical effort and to address identified program issues and risks. Before such meetings and reviews, the Government and contractor shall agree upon a common agenda. Meetings and reviews shall be conducted at the contractor's facility unless otherwise jointly agreed upon between the contractor and the Government contracting agency. The Government reserves the right to call informal meetings and reviews as deemed necessary during the course of this contract, including weekly telephonic reviews. The contractor shall prepare the minutes of the meetings and reviews, including action items and suspense dates, and deliver them in accordance with:
CDRL A001

C.6.2 Resources and Materials. The contractor shall provide the necessary resources and materials to conduct the meetings and reviews effectively.

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C.6.3 Start of Work Meeting. Within 30 calendar days after contract award, the Government and the contractor will hold a Start of Work Meeting. The meeting shall be held at the contractor's facility and shall include approximately twenty-five (25) Government personnel. The purpose of this meeting is to review, at a minimum, contract terms, contract conditions, contract requirements, data items, required specifications, test requirements, and logistics requirements. The contractor shall also review and demonstrate to the Government their management procedures, review technical and other status, identify program implementation processes, and establish schedule dates for near term critical meetings and actions. The contractor shall also introduce key management and contract personnel.

C.6.4 Program Status Reviews (PSR). Joint Government-contractor program status reviews shall be held quarterly for the first three years then semi-annually thereafter until completion of the contract. Typically, these reviews will last one to two days. Initial program status review shall be conducted approximately 90 days after the start of work meeting. Program status reviews shall be held at the contractor's facility unless agreed to otherwise by the parties. PSRs shall address but not be limited to the following agenda items: the contractor's progress, management, technical support services (if any), integrated logistics support, systems engineering, administrative, contract compliance, program status, funding issues, problem identification and resolutions, and deliverables. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

C.6.5 Logistics and Engineering Working Group Meetings. The initial Logistics Working Group meeting and Engineering Working Group meeting shall be held concurrently with the Program Status Reviews. Logistics and Engineering Working Group meetings shall include discussion pertaining to development of technical manuals, training, provisioning, drawings, and any other logistics or engineering issues that need to be addressed. Additional working group meetings shall be convened as necessary.

C.7 Configuration Management

C.7.1 Configuration Control. The contractor shall be responsible for configuration control, disposition, and control of all nonconforming material throughout the program. The contractor shall establish a configuration baseline following testing and acceptance of the FAT/IOT&E by the Government. This baseline will identify and document the functional and physical characteristics of the LMFF at that time.

C.7.2 Engineering Change Proposals. Changes to established baselines shall only be made after Government approval of an Engineering Change Proposal (ECP). Changes shall be identified to affected assembly serial number, or if not part of an assembly, to the affected equipment serial number. All Class I ECP's shall require Government approval prior to implementation. Class II ECP's do not require prior approval; however, the contractor shall notify the Contracting Officer, by means of an ECP, not less than 60 days prior to implementing any configuration changes. ECPs shall be prepared in accordance with Attachment 001 and delivered in accordance with: CDRL A002.

C.7.3 Requests for Deviation. The contractor shall submit Requests for Deviation (RFD) from current approved configuration documentation. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Where it is determined that a change should be permanent, the contractor shall submit an ECP. RFDs shall be prepared in accordance with Attachment 003 and submitted in accordance with: CDRL A003.

C.8 Integrated Logistics Support (ILS) Program

C.8.1 The contractor shall assist the Government's Logistics Support contractor in developing, testing, producing, and delivering the logistic data to support the Load Handling Modular Fuel Farm (LMFF) as described in paragraphs C.8.2 through C.9.7.

C.8.2 The contractor shall plan, manage and ensure ILS considerations are an integral part of the overall system.

C.9 Contractor Support and Support Data During Publications and Provisioning Development

C.9.1 The contractor shall attend the Maintenance, Publications and Provisioning (MPP) start-of-work meeting for the Government Logistics Support contractor's contract. The contractor shall also attend, at a minimum, two In-Process Reviews (IPRs) for the Government Logistics Support contractor's contract. The contractor's representatives in attendance at the IPR shall be subject matter experts (SME) in the operation and maintainability of the LMFF system. Location of said meetings/reviews will be determined upon selection of the Government's Logistics Support contractor.

C.9.2 The contractor shall designate a point of contact (POC) to receive and respond to any issues that arise for both publications and provisioning efforts. The POC is to respond to the Government and Government Logistics Support contractor's requests for information in writing within three business days, to acknowledge receipt and establish time frame for technical answer.

C.9.3 The contractor shall provide the Government and the Government's Logistics Support contractor ongoing technical support and information, to include at a minimum, clarification of operation, troubleshooting, maintenance, repair parts and special tools until materiel fielding is accomplished.

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C.9.4 The contractor shall provide the Government and the Government's Logistics Support contractor access to the contractor's production facility to view, photograph, measure, and witness operation of the LMFF as required, regardless of the status of the production build. This support also includes access to office space, telephone, fax, modem line and Internet access. The Government will coordinate all site visits with contractor management.

C.9.5 Logistics Management Information (LMI) Data Products. The contractor shall provide to the Government and the Government's Logistics Support contractor the following data and support for the complete development of the provisioning and publications submissions:

(1) Parts List containing at a minimum:

- a) CAGE/Source of Supply and Part Number for all items, including tools and test equipment.
- b) Item nomenclature
- c) Estimated unit price for each item listed
- d) Quantity per assembly/end item
- e) Maintenance replacement rate/failure factors derived from Reliability and Maintainability (R&M) information
- f) Identify a minimum of two approved sources of supply (or justification for a single source of supply).
- g) Bill of Material (BOM) before and after test.

(2) Descriptive or supporting technical data for all replaceable items including engineering drawings, brochures, schematics, catalog pages, commercial manuals or pamphlets to depict the following:

- a) Parts breakout of assemblies to the component level including vendor components
- b) Relationship breakout with references to the end item:
 - * end item
 - * assembly
 - * subassembly
 - * component
 - * attaching hardware
- c) Hardware descriptive data such as:
 - * thread diameter
 - * quantity of threads per inch
 - * fastener length
- d) Type of Material
- e) Dimensions

The LMI data shall be prepared and delivered in accordance with:
CDRL A005

C.9.6 The Government will conduct a technical manual validation/verification and provisioning conference at the Contractor's facility. The contractor shall provide the following:

- (1) Qualified personnel to perform disassembly and assembly of the unit.
- (2) Production version of the LMFF
- (3) Special and common tools
- (4) Support equipment
- (5) Facilities and office space
- (6) Mandatory replacement parts needed for assembly/disassembly tasks
- (7) Expendable supplies and materials
- (8) Spare parts consumed or destroyed during any disassembly or assembly process (such as gaskets and seals).
- (9) Technical support and information, to include at a minimum, clarification of operation, troubleshooting, maintenance and repair parts and special tool list, as provided to the Government's Logistics Support contractor.

C.9.7 After submitting LMI data, if the contractor changes form, fit or function or any parts vendor, prior to First Article Test (FAT) approval, the contractor shall provide the Government and the Government's Logistics contractor notification in writing within three business days. Contractor shall provide updated LMI data, including a summary of changes and revised BOM, within five business days after the implementation of hardware change.

C.10 Military Packaging Documentation Requirements

The contractor shall develop packaging requirements for the complete system. The system requirements are developed as part of the Shipment and Storage (S&S) instructions.

C.10.1 Shipment and Storage (S&S) instructions. The contractor shall provide and update S&S instructions. When preparing the S&S instructions, the contractor shall ensure those instructions are consistent with the transportability requirements stated in the PD and

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transportability report required elsewhere in this contract. The S&S instructions shall detail procedures required to prepare the system for storage and for transport after it has been in operation. The S&S instructions shall be formatted and delivered in accordance with:

CDRL A006

C.10.2 S&S processing instructions required:

a. Short Term Storage (180 day maximum in an unheated warehouse) for application when items are in transit. Short term S&S processing instructions will be sufficient to protect the items when they are intended for immediate use.

b. Long Term Storage Instructions. The Government will use these instructions to prepare a system for open storage for a period of up to 2 years. The contractor shall ensure these instructions include any cyclic maintenance and exercising requirements necessary to prevent the system from deteriorating due to inactivity.

C.10.3 Compliance with Federal and Industry Transportation Requirements. The Government ships using truck, rail, plane and ship. The contractor shall develop packaging requirements and S&S instructions for these modes of transportation and identify unique requirements for each mode of transport. This will allow the Government to process for shipment based on the intended mode of shipment. The contractor shall comply with the applicable codes and standards listed here:

- (1) Code of Federal Regulation Titles 29, 40 and 49
- (2) International Maritime Dangerous Goods Code, for transport vessel transport
- (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments
- (4) International Air Transportation Association (IATA) Dangerous Goods Regulations

The contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above.

C.10.4 Packaging Instructions for Basic Issue Items. The contractor shall ensure that the shipment and storage instructions include packaging instructions for the Basic Issue Items (BII) and Components of the End Item (COEI). The contractor shall ensure the instructions require that BII shall be packed separately from the COEI.

C.10.4.1 BII and COEI Packaging. The contractor shall identify, in the shipment and storage instructions, provisions for stowage location and security for the BII and the COEI. The contractor shall provide that HAZMAT COEI shall be shipped separately from the system and packaged according to the mode of transportation. The instructions shall address selection of stowage locations which deter pilferage. Compliance with S&S instructions shall not interfere with lifting, tie down or other transportation handling requirements.

C.10.5 Updates and Changes to Shipment and Storage Instructions. The contractor shall revise the shipment and storage instructions to reflect design changes that affect the system's shipment configuration, weight, or transportability. The contractor shall also provide revisions to the shipment and storage instructions for each logistics change affecting packaging instructions for BII or COEI.

C.10.6 Validation of Shipment and Storage Instructions. The contractor shall validate the shipment and storage instructions. Both long term and short-term storage instructions shall be validated at this time. The purpose of validation is to verify the adequacy of the preservation, packaging, packing and stowage of BII/COEI, preservation procedures for shipment and storage, and the cyclic maintenance requirements for systems in long-term storage. The Government representative will verify and witness validation procedures. The contractor shall notify the Government 14 days prior to scheduled validation. The final submittal of the Shipment and Storage Instructions (CDRL A006) shall reflect the corrections required as a result of the validation.

C.10.7 Packaging Requirements. The contractor shall develop packaging data for spare and repair parts, as determined during the provisioning process. This shall consist of coded packaging data (select group items per MIL-STD-2073) and Special Group Items requiring Special Packaging Instructions (SPIs). The contractor shall provide Logistics Management Information (LMI) Data Products for packaging data systems entry as specified in MIL-PRF-49506 (see DI-ALSS-81529), and Attachment 004 titled Logistics Management Information (LMI) Packaging Data Products. Data is required for all parts that are provisioned (P-source coded) and field level kits (KF-source coded).

C.10.7.1 Coded Packaging Data/Select Group Items. Select group items are items where packaging can be adequately described using the codes in Appendix J of MIL-STD-2073. The Government will provide the contractor with quarterly reports showing status of the packaging program. Data is critical to populating the National Stock Number Master DATA Record (NSNMDR) and the Federal Logistics Information System (FLIS) Government data files and shall be 90% accurate. The contractor shall rework submittal errors within 20 days after rejection by the Government. The contractor shall provide the necessary personnel, facilities, equipment, material, and the electronic data interface. The contractor shall include information for each of the items so TACOM can determine the adequacy of the packaging submittal. This includes item drawings and data, as finalized at the provisioning conference, such as Source, Maintenance & Recoverability codes, Unit of Issue codes, Unit of Measure, Measurement Quantity, and copies of applicable Material Safety Data Sheets. The contractor shall furnish item drawings, photo documentation and notes sufficient for reviewing the packaging designs. Submission shall be in accordance with:

CDRL A007.

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C.10.7.2 Special Packaging Instructions (SPI). The contractor shall prepare SPIs for each reparable item, each hazardous material item, each fragile, sensitive, critical item, and any item that cannot be adequately packaged/defined as a Select item, following MIL-STD-2073-1D. Compliance with SPIs shall assure meeting performance requirements of ASTM D4169, Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (Product is damage free and package is intact). Each SPI submittal shall have a test report, including photographs, attached showing the condition of the package and part before and after testing. Acceptable photographic evidence shall show the product is undamaged from all angles. SPI shall be in a format that can be viewed, changed, and commented upon (for example, Microsoft Word 6.0, see CDRL A008 and DID DI-PACK-80121B). The contractor shall provide read/write access to SPI. All data submitted shall be contractor validated and 95% accurate. The contractor shall rework submittal errors within 20 days after rejection by the Government. Submission shall be in accordance with:
CDRL A008.

C.10.7.3 Excluded Items. Excluded items are those items with packaging data already in the TACOM Packaging File "PACQ", FEDLOG, Federal Logistics Information System (FLIS), and those assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, or 88044. Also EXCLUDED are items for:

- (1) not mission capable supply
- (2) depot operational consumption
- (3) not-for-stock supply

C.10.7.4 Change Notices. The contractor shall assess engineering and logistics changes for packaging impact, provide revisions and additions to the packaging information when there is a packaging impact, and provide packaging impact statements with change notices with a 90% accuracy rating. The Government will verify contractor impact statements.

C.11 Safety Engineering and Health.

C.11.1 Safety Engineering Principles. The contractor shall address the Safety and Health requirements of the PD in technical reviews. The contractor shall follow good safety engineering practices in establishing the LMFF design and operational procedures, to include modifications to commercial components. The contractor may use MIL-STD-882D as a guide in determining whether safety engineering objectives are met. At a minimum, the contractor shall:

a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include operational, maintenance, and transport aspects of the LMFF.

b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

C.11.2 Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any independent testing, the contractor shall perform and document a safety assessment and health hazard assessment. The safety and health hazard assessment shall identify all safety features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by our test agencies and system users. The contractor shall identify health hazards associated with the system and incorporate them into the SAR. MIL-STD-882D provides guidance in the preparation of the SAR and Health Hazard Assessment. In preparing the health hazard portion of the SAR, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem of component. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. The contractor shall include in the SAR copies of the Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The use of such materials shall be in accordance with the requirements set forth in ATPD 2336B, dated 10 Mar 2004. The final SAR is subject to Government approval. The Contractor shall prepare the SAR in accordance with:

CDRL A009

C.12 Environmental Requirements

C.12.1 The contractor shall not use cadmium, hexavalent chromium, asbestos or Class I or Class II Ozone-Depleting Substances, or other highly toxic or carcinogenic materials without Government approval. The contractor shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health, as materials that will produce toxic effects via the respiratory tract, eye, skin or mouth. Moderately toxic materials may be used provided the design and control preclude personnel from being exposed to environments in excess of that specified in 29 CFR 1910, Occupational Safety and Health Standards.

C.12.2 The contractor shall manage the efforts described by this contract to ensure that all aspects of the contract execution, including, but not limited to the following contractor activities: design, manufacturing, testing, and storage activities, are in compliance with Federal, State and Local environmental regulations and requirements. The contractor shall notify the PCO immediately, if the Government gives any direction that could result in permit violations.

C.12.3 The contractor shall prepare a Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials (as defined in FED-STD-313D, paragraph 3.2) required for system production, and sustainment, including the parts/process that requires

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them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1, and shall be briefed at all Program Review Meetings.

C.13 Transportability Report. The contractor shall submit a transportability report for the LMFF that includes data on recommended procedures for positioning and securing the LMFF modules for transportation by highway, rail, marine, and air and slinging procedures for lifting the modules in accordance with:

CDRL A010

C.14 Logistics Demonstration and Plan

C.14.1 Logistics Demonstration Plan. The Government and contractor shall jointly develop a Logistics Demonstration (LD) plan. The LD Plan shall contain the Government and contractor plans and procedures for demonstrating the logistics supportability of the system. The plan shall contain a statement of demonstration objectives and the qualitative and quantitative requirements to be demonstrated. The contents of the plan shall contain a description of the demonstration conditions. The following areas shall be addressed:

- a. A listing of tasks to be demonstrated.
- b. Demonstration conditions including the following:
 - (1) The principle operating modes, operating time and cycling conditions to be imposed.
 - (2) A description of the demonstration facilities and instrumentation requirements, including location.
 - (3) The mode of operation during the demonstration considering configuration and mission requirements.
 - (4) Demonstration constraints such as manpower (by number and skill level), test equipment and their relationship to the eventual use of the items.
- c. The types and quantities of equipment and materials to be used including Government furnished equipment.
- d. The maintenance concept.
- e. Provisions for a pre-demonstration phase to prepare facilities, personnel and equipment for the formal demonstration.
- f. Expected results, including the following:
 - (1) The method to be used to report test levels.
 - (2) The data expected from each test along with the recording methodology and definition of provisioning data elements to be collected.
 - (3) Analytical methods and calculation procedures to be used to analyze demonstration data.
 - (4) The criteria for classifying demonstration results as successes or failures. Definition of failure must relate to expected symptoms that will be observed by operators and maintenance personnel.
- g. The plan of action to be used when demonstration failures occur.
- h. The participating agencies including:
 - (1) Organization.
 - (2) Degree of participation by each in terms of managerial, technical, maintenance and operating personnel.
 - (3) Assignment of specific responsibilities.
 - (4) Qualifications, quantity, sources, training and indoctrination requirements needed for the personnel participating in the LD.

C.14.2 Logistics Demonstration. The Government will conduct a Logistics Demonstration (LD). The LD shall be conducted over ten (10) business days. A LD is a nondestructive disassembly and re-assembly of the LMFF tankrack and pumping module. System peculiar Test Measurement and Diagnostic (TMDE) and support equipment, as well as the system support package, is also tested to determine their logistics status. The LD will include performance of all the operational tasks and scheduled maintenance tasks required for the LMFF:

- a. The achievement of maintainability goals
- b. The adequacy and suitability of tools and test equipment
- c. Maintenance instructions and personnel skill requirements
- d. The selection and allocation of repair parts, other equipment, and tasks to appropriate maintenance levels; and the adequacy of maintenance time standards.

C.14.3 The Contractor shall supply all expendable and durable items required to perform the LD tasks. The contractor shall provide technical and engineering support, as required to assist the Government in the performance of the LD effort. The contractor shall provide the facilities to support the LD. These facilities shall include an operations site, a shop area equipped with lifting equipment and all the tools and diagnostic equipment required to perform all operations and maintenance tasks.

C.14.4 The contractor shall develop and conduct an introduction to the vehicle for Government support personnel and data collectors prior to the Logistics Demonstration. Training dates will be negotiated between the contractor and the Government. The training will cover system operation and controls required to safely operate the vehicle. The training shall be at least 50% hands-on training. The maximum length of the training class is 8 hours. The training shall be conducted at the test site. The contractor may use commercially available material for this course, or use material developed to be used for the test training personnel. The projected class size for this training is 12 students, with the option for the Government to have additional observers.

C.15 Contractor Support of Government Testing

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C.15.1 The contractor shall provide qualified technical personnel to support Government conducted tests required in this contract on an "as needed" basis to provide advice, troubleshooting, maintenance assistance, and repair of the LMFF when requested by the Government. The contractor personnel shall be at the test site within 48 hours of notification by the Government. The contractor shall obtain specific requirements, if any, for access to Government test facilities 30 days prior to the start of testing. If a security clearance is needed the contractor shall be responsible for ensuring all coordination is made with the appropriate personnel. The contractor may be required to provide personal vital statistics, including documentary evidence, such as a birth certificate and such other evidence to affect a security clearance.

C.15.2 System Support Package (SSP)

C.15.2.1 The contractor shall deliver a SSP to support both the FAT and IOT&E testing. The SSP shall include:

- (1) Parts needed for scheduled maintenance or replacement items that will be consumed during the life of tests.
- (2) Unique, non-military standard, expendable supplies such as petroleum, oils, and lubricants.
- (3) Basic Issue Items and Components of End Items as required by its design per system.
- (4) Any tool or Test Measurement and Diagnostic Equipment (TMDE) required to perform maintenance and any diagnostic

maintenance procedures, to include vendor or manufacturer software programs and/or hardware that are not identified in the Army Supply Catalogs.

C.15.2.2 The contractor shall provide a list of the SSP contents in accordance with:

CDRL A011

C.15.3 The contractor shall provide a replacement for any part or item that fails to perform its function during the test within 48 hours of notification.

C.15.4 Following completion of the tests, the contractor shall submit a list of remaining parts with the current price information to the Government. The Government reserves the right to provide the unused/remaining parts as Government Furnished Material (GFM) under this contract. If so, an equitable adjustment to the contract shall be made.

C.15.5 If re-testing is necessary as the result of contractor failures, the contractor shall provide the necessary SSP items to support this additional testing at no cost to the Government.

C.16 Test Unit Refurbishment - Cost Reimbursement

C.16.1 Following completion of the Logistics Demonstration, FAT, and IOT&E, the Government in conjunction with the contractor will examine the test units to determine if it is feasible to refurbish the test units. The Contractor shall submit a cost proposal for refurbishment cost by unit. Final decision of refurbishment shall remain solely with the Government. Should the Government direct refurbishment of any or all units, the contractor shall refurbish the units to the current (all approved corrective actions and engineering changes) production baseline. Refurbishment shall be completed within ninety (90) days of Government notice. Thirty days following completion of each unit, the contractor shall submit a proposal for equitable adjustment. All refurbishment costs will include transportation costs from the test site to the contractor's facility.

C.16.2 The effort shall include but is not limited to the contractor:

- (1) Replacing all oils and lubricants
- (2) Replacing all filters
- (3) Repainting the exterior of the units as required

C.16.3 Following the refurbishment, the contractor shall present the units to the Government for acceptance.

C.16.4 All effort under this paragraph shall be paid under a cost reimbursement CLIN of the contract.

C.17 Retrofit of Units Built Prior to FAT Approval. The contractor shall, following PCO notification that FAT has been approved, retrofit all LMFF modules (excluding test units) built or in process at time of notification to the configuration baseline established after successful completion of the FAT. Configuration changes made at the direction of the Government shall be subject to an equitable adjustment. Configuration changes made by the contractor shall be at no additional cost to the Government.

C.18 Training Requirements.

C.18.1 General Operator and Maintainer Courses. The contractor shall develop training material (courseware) to cover one course for operator and one course for maintenance tasks for the LMFF. The contractor shall be responsible for initial training and all courseware to support it. Training and courseware shall be on the operation, maintenance, and repair of all components and ancillary equipment (if any) unique to the LMFF. Trainees may either be Government personnel or Government support contractors. The training shall include any necessary equipment to support operation, Preventive Maintenance Checks and Services (PMCS), and operator and unit maintenance of the LMFF. Instruction shall consist of approximately 40% classroom and 60% practical exercise, and teach operation, setup and disassembly,

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PMCS, inspection, testing, troubleshooting, and safety procedures.

C.18.2 First Article Test (FAT) Operator and Maintainer Training. Training to support the FAT shall consist of one operator course and one maintainer course in accordance with C.18.1. The contractor shall conduct FAT training prior to the beginning of the FAT (See clause E-4) for a maximum of 20 students at Yuma Proving Ground, AZ. The Government reserves the right to have additional personnel present during conduct of course. These courses shall be targeted to the personnel who will operate and maintain the system. The operator course shall not be more than 40 hours in length; the maintainer course shall not be more than 40 hours in length. The total time of the FAT training shall not exceed 80 hours. The contractor shall deliver the LMFF, all lesson materials, training literature, training aids, special tools and test equipment, and all tools necessary to disassemble and assemble, to the training site not later than seven days prior to the training.

C.18.3 FAT Data Collector Orientation. This orientation is a general overview of the system. Data requirements are not applicable. The contractor shall develop and conduct an introduction to the system for Government support personnel and data collectors prior to FAT (See clause E-4). Orientation dates will be negotiated between the contractor and the Government. The orientation will cover system operation and controls required to safely operate the system. The orientation shall be at least 50% hands-on. The maximum length of the orientation class is 8 hours. The orientation shall be conducted at the test site. The contractor may use commercially available material for this course, or use material developed to be used for the test training personnel. The projected class size for this orientation is 12 students, with the option for the Government to have additional observers.

C.18.4 Initial Operational Test and Evaluation (IOT&E) Operator and Maintainer Training. Training to support the Initial Operational Test and Evaluation (IOT&E) shall consist of one operator course and one maintainer course in accordance with C.18.1. The contractor shall conduct IOT&E training for a maximum of 20 students at Ft. Hood, TX prior to the beginning of the IOT&E (See clause E.1.2). The Government reserves the right to have additional personnel present during the conduct of course. These courses shall be targeted to the personnel who will operate and maintain the system. The IOT&E courses shall be taught by the contractor utilizing draft courseware. The operator course shall not be more than 40 hours in length; the maintainer course shall not be more than 40 hours in length. Total time of the IOT&E training shall not exceed 80 hours. The contractor shall deliver all lesson materials, training literature, training aids, special tools and test equipment, and all tools necessary to disassemble and assemble, to the training site not later than seven days prior to the training.

C.18.5 IOT&E Data Collector Orientation. This orientation is a general overview of the system. Data requirements are not applicable. The contractor shall develop and conduct an introduction to the system for Government support personnel and data collectors prior to IOT&E (See clause E.1.2). Orientation dates will be negotiated between the contractor and the Government. The orientation will cover system operation and controls required to safely operate the system. The orientation shall be at least 50% hands-on. The maximum length of the orientation class is 8 hours. The orientation shall be conducted at the test site. The contractor may use commercially available material for this course, or use material developed to be used for the test training personnel. The projected class size for this orientation is 12 students, with the option for the Government to have additional observers.

C.18.6 Training Course Outline. The contractor shall deliver a training course outline for all training courses in accordance with DI-ILSS-80872(T). The outline is a schedule of events and includes a breakdown of individual topics showing the time allotted, materials required (TV, VCR, etc.), facility requirements, reference materials, type of instruction (practical exercise, lecture, demonstration, video, etc.) and tools required for each topic. Commercial format is acceptable; a sample outline will be provided to the contractor at the start of work meeting. The Training Course Outline shall be formatted and delivered in accordance with:
CDRL A012

C.18.7 Training Materials. The contractor shall deliver an Instructor Guide and a Student Training Guide for all training courses in accordance with DI-ILSS-80272(T). Training Materials shall contain equipment and component description, functional data, training handbooks that include, by sub-component for LMFF operation, setup and disassembly, inspection, testing, troubleshooting, and safety procedures. All training materials shall be formatted and delivered in accordance with:
CDRL A013

C.18.8 Training Course Completion Report. The contractor shall deliver a Training Course Completion Report for all training courses in accordance with DI-ILSS-80872(T). The contractor shall datafax or e-mail to the Government a list of students in attendance on the first day of training. The Government will send completed Certificates of Training to the instructor after the Government receives the list of students in attendance, to be presented at the end of the class. The contractor may also provide corporate certificates if desired. The Government will provide the contractor with course critiques that the contractor shall administer to each student at the end of each class conducted. For each class, the Government will provide a student attendance list, to be administered by the instructor. The contractor shall submit the critiques and completed student attendance list no later than 10 days after completion of each class. Training Course Completion Report shall be formatted and delivered in accordance with:
CDRL A014

C.18.9 Instructor and Key Personnel (I&KP) Operator and Maintainer Training. The contractor shall provide I&KP training and shall utilize developed courseware. I&KP training shall consist of courses for actual Army operators and maintainers. The contractor shall conduct a total of two classes consisting of one class for Army operators and one class for Army maintainers, for a maximum of 20 students each. The Government reserves the right to have additional personnel present during the conduct of course. Training will be conducted at Ft. Lee, VA. Each course shall not exceed 40 hours. These courses shall be targeted to instructor and key personnel who

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will operate and maintain the system. Following completion of I&KP training, approved Government comments shall be incorporated into the courseware to yield a final product. If Distance Learning is available, the contractor shall maximize the use of distance learning to reduce platform instruction through videotape, Internet web based, computer based, CDROM, and interactive CDROM training programs. The contractor shall deliver all the lesson materials, training literature, training aids, special tools and test equipment, and all tools necessary to disassemble and assemble, to the training sites not later than seven days prior to the training.

C.19 New Equipment Training Classes - Option

C.19.1 The Government may require the contractor to conduct New Equipment Training (NET) to take place at Government sites, at the using units' locations, at the prices stated in Section B and under the option clause H.1.1. Trainees may either be Government personnel or Government support contractors. Class size shall be no more than twelve (12) students. Course requirements and course content shall utilize Government approved training materials. Both operator and maintainer classes shall not be more than 40 hours in length. The Government will provide the contractor 30 days notification for CONUS classes. The Government will provide the contractor 90 days notification for OCONUS classes. It is estimated that a total of 40 classes (20 operator and 20 maintainer) over the 5 year contract will be required. Duration and number of courses will be defined upon exercise of option/delivery order. The per class rate is exclusive of subsistence, lodging, and incidental expense incurred for NET. The Government will pay these expenses on a cost reimbursable basis.

C.20 Distance Learning Package(s) - Option

C.20.1 Distance Learning Package (DLP). This contract contains in Section H.1.2 a Distance Learning Package (DLP) option. The contractor shall provide a CD ROM interactive courseware training package(s) for the items below for DLP if the option(s) is exercised:

- (a) General End Item Description
- (b) Proper Use/Operation of the end item
- (c) Safety Issues/Warnings
- (d) Operator's Level Preventive Maintenance Checks and Service (PMCS)

C.20.2 The CD must be compatible with the most recent version of the Tool Book Instructor Hypertext Markup Language (HTML) format. The DLP shall be formatted and delivered in accordance with:
CDRL A015

C.21 Contractor Field Service Representative Requirements (FSR) - Option

C.21.1 If the option under paragraph H.1.3 for Field Service Representative is exercised, the contractor shall provide technically qualified personnel to provide support to the Total Package Fielding team (defined as representatives of the Government) during the handoff to the U.S. Army receiving units or activities designated by the Government.

C.21.2 Total Package Fielding (TPF)/Handoff Support. The contractor shall provide technical qualified personnel to accomplish deprocessing of the end item and its components, assist in unit joint inventory, prepare unit shortage list, and the quality deficiency reports (QDR, SF 368). Completed customer documentation shall remain with the Government TPF personnel.

C.21.2.1 Deprocessing. The contractor shall perform on-site preparation of equipment at the hand-off site, including complete operator and maintainer preventive maintenance checks and services (PMCS). Upon completion of deprocessing, the equipment shall be 100% fully mission capable.

C.21.2.2 Joint Unit Inventory. The Government material fielding team, contractor, and unit gaining representative shall conduct a joint inventory of all major items and components. The customer documentation packages will be completed and turned over to the Government Material Fielding Representatives. The Government will provide the contractor with the joint inventory form (DA Form 5684-R).

C.21.2.3 Shortage List. The Material Fielding Team and contractor shall prepare a shortage list (DA FORM 2062) of all missing items prior to fielding with a description of the item, nomenclature, NSN, part number, quantity and date of availability. This list shall be attached to the joint inventory.

C.21.3 The Field Service Representative shall be paid on man-days as reflected in Section B of the contract. Travel expenses and per diem will be paid on a cost reimbursable basis in accordance with Joint Travel Regulations (JTR).

C.21.3.1 The Contractor shall provide qualified Contractor Field Service Representative(s) (FSR) in support of Total Package Fielding who shall advise/make recommendations to orient and instruct key Government personnel regarding operations, maintenance, repair, and supply of contractor parts for the LMFF, including all components.

C.21.3.2 The PCO shall designate the times and locations of the service to be performed by e-mail, but will not supervise or otherwise direct activities. Within a half working day of notification, if possible, the contractor shall notify the TACOM Contract Specialist of

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the transportation costs (best commercially available round trip airfare, if air transportation is necessary, and hours of travel required to and from the site) to be included in the order. Following receipt of the information and negotiation, the contract will be equitably adjusted prior to the FSR commencing travel or effort.

C.21.3.3 The contractor will obtain specific requirements, if any, for access to Government facilities located in CONUS 30-days prior to each fielding and 90 days prior to fielding in OCONUS. If a security clearance is needed at the site where the FSR will perform his/her services, the contractor shall be responsible for ensuring all coordination is made with the appropriate personnel. The Contractor may be required to provide personal vital statistics related to the FSR, including documentary evidence, such as a birth certificate and such other evidence to effect a security clearance. It is recommended, though not a contract requirement, that the contractor initiate clearances for potential FSR's following award.

C.21.3.4 Within ten working days of completion of an assignment, the FSR shall prepare and deliver via e-mail a report, in contractor format, which synthesizes his/her activities in accordance with:
CDRL A016

C.21.4 Man-Day of Service. The FSR shall work no more than eight (8) hours per day, excluding travel time, unless authorized by the PCO. A man-day of service includes any period during which the FSR is delayed or prevented from performing any task only if the delay or non-performance is solely the fault of the Government.

C.21.4.1 Travel time for initial travel from the contractor facility to the work site, for travel between work sites, and for travel back to the contractor's facility shall be paid as a daily rate of service and may be over/above the eight hours allowed per work day.

C.21.4.2 The man-day rate is exclusive of subsistence, lodging, and incidental expense incurred by the FSR while performing the services. The Government will pay these expenses on a cost reimbursable basis.

C.21.4.3 The man-day rate of service is exclusive of all transportation costs, which includes airfare and local rental car in and around the job site. The Government will pay the contractor on a cost reimbursable basis for auto rental rates for the site of the service as well as airfare, if airfare transportation is necessary, during performance of services under orders issued in accordance with this scope of work.

C.21.4.4 The man-day of service includes all Government delays, travel time (all inclusive), and report preparation completed at the duty location. In addition to payment for actual days worked, the Government will pay for official U.S. holidays if it is necessary for the representative to be present on those days to complete the technical assistance assignment that would be normal workday(s) at the FSR's facility. When the FSR is on site on a Saturday or Sunday, but is not working, the Government will pay only the per diem and local transportation costs. The granting of vacation time off, holidays other than official U.S. holidays, sick and emergency leave is solely the responsibility of the contractor and shall not be paid for by the Government under the terms of this contract. It is immaterial whether the same representative completes an assignment, but the Government will not pay additional travel costs or time if the contractor decides to rotate personnel during the course of an assignment, unless authorized by the PCO.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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

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

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

Contract Line, Subline, or Exhibit Line Item Number: None

Item Description: Not Applicable

(iii) Subassemblies, components, and parts embedded within items as specified in: Not applicable ____.

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

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

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

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

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

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

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

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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

(ii) The issuing agency code--

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

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

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

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

(1) Description.*

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

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

(14) Contract number.

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

(16) Acceptance code.

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

** Once per item.

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

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

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

(i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

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

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

[End of Clause]

D-2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
(TACOM)

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.1 GENERAL REQUIREMENTS

D.1.1 All items shall be clean and dry, and preserved in accordance with preservation requirements developed under Section C of the contract and approved by the Government.

D.1.2 Deliveries shall be prepared for shipment sufficient to protect the item IAW either short term Special Packaging Instructions (SPIs), or if option is exercised for long term transport or controlled humidity storage requirements developed in Section C of this contract and the instructions contained in the delivery order.

D.1.3 Hard copies of Software or Technical Data. If software or technical data developed under contract is delivered in hardcopy, it shall be packed to assure arrival at destination without damage. The software or technical data shall be marked with the name of the contract, and the Government point of contract.

D.2 PACKAGING REQUIREMENTS (SPECIAL PACKAGING REQUIREMENTS)

D.2.1 Marking:

D.2.1.1 In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural

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markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.2.1.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

D.2.1.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

D.2.1.4 Military Shipping Label: Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignee name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

D.3 HEAT TREATMENT and MARKING of WOOD PACKAGING MATERIALS:

D.3.1 Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.4 HAZARDOUS MATERIALS (As Applicable)

D.4.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

D.4.2 Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

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

D.4.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]	SEP/1989

(a) The Contractor shall deliver 3 each pumping module units of Contract Line Item 0011AA and 3 each tankrack module units of Contract Line Item 0021AA within 210 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government to the following address:

Yuma Proving Ground
Yuma, AZ

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 270 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

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

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

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[End of Clause]

E-7 52.209-4012 NOTICE REGARDING FIRST ARTICLE
(TACOM)

APR/2000

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-8 52.211-4016 CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND
ALUMINUM SURFACES

AUG/2003

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than

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5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

E-9 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

E-10 52.211-4030 BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT JAN/2003
(TACOM) RESISTANT COATINGS (CARC) ON METALLIC SURFACES

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPs can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to

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ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

- (a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils) (MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5

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MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-11 52.211-4071 CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS OCT/1997
(TACOM)

(a) Wood shall be in accordance with A-A-52520, and pressure treated with copper naphthenate in light solvent solution to a net minimum retention of 0.040 pound per cubic foot (PCF) of copper as measured by gauge or assay method or treatment to refusal. For domestic hardwood species, an alternative non-pressure treatment is acceptable if the high concentrate (2%) of water repellent copper naphthenate solution in accordance with American Wood Preservers Association (AWPA) P8 is used and the same net retention is achieved as with pressure treatment when measured by assay method. After treatment, the wood shall provide a paintable surface as described by the paintability requirements of Spec TT-W-572, except that the wood species, treatment and paint shall be the same as furnished for this contract.

(b) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

E-12 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS APR/2000
(TACOM)

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

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(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
- state the basis for your request;
- include a list of configuration changes made;
- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-13	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

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

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-14	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-15	52.246-4048	DRAWINGS FOR INSPECTION	NOV/1982
	(TACOM)		

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E.1 First Article Test (FAT) and Initial Operational Test and Evaluation (OT&E)

E.1.1 First Article Test. The contractor shall deliver three pumping modules and three tankracks to Yuma Proving Ground, AZ, 210 days

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after contract award for FAT. The shipping documentation shall contain this contract number and lot/number identification. The characteristics that the units must meet are specified elsewhere in this contract.

E.1.2 Initial Operational Test and Evaluation (IOT&E). The contractor shall deliver one LMFF, consisting of two pumping modules of Contract Line Item 0011AB and fourteen tankrack module units of Contract Line Item 0021AB, within 300 calendar days from the date of this contract to Ft. Hood, TX for Government conducted IOT&E on the LMFF. Total duration of Government IOT&E will be approximately 30 days; however, IOT&E will be conducted subsequent to FAT. Any delay in FAT will result in a delay of IOT&E start. The Government will conduct IOT&E in accordance with Government Test Plan. The purpose of the IOT&E is to determine operational suitability and effectiveness. After completion of testing, the Government in conjunction with the contractor, will examine the test units to determine if it is feasible to refurbish the test units. If it is determined that refurbishment is feasible, the contractor shall submit a cost proposal for refurbishment in accordance with paragraph C.16.1. Contractor support for IOT&E shall be limited to submission of an SSP and training.

E.2. 52.246-4028 Inspection Point: Origin

E.2.1 Acceptance of these supplies will be performed at the address or addresses designated as inspection point.

E.2.2 Inspection of the supplies as described elsewhere in this solicitation/contract will be performed at the facility identified below.

(INSERT CONTRACTOR ADDRESS)

E.3. 52.246-4029 Acceptance Point: Origin

(INSERT CONTRACTOR ADDRESS)

Contractor shall produce the LMFF LRIP and production quantities at the same facility.

E.4 Quality System

E.4.1 The contractor's quality system shall include the following key quality activities:

- Establish Capable Processes,
- Monitor and Control Critical Product and Process Variations,
- Establish Mechanisms for Feedback of Field Product Performance,
- Implement an Effective Root-Cause Analysis and Corrective Action System, and
- Continuous Process Improvement

E.4.2 At any point during contract performance, the Government will have the right to review the Contractor's quality system to assess its effectiveness in meeting contractual and regulatory requirements.

E.4.3 Certification of compliance or registration of the quality system by an independent standards organization or auditor, NATO, or the Government to recognized standards does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer, in response to the solicitation, as proof of current or previous compliance. At any point during contract performance, the Government will have the right to review your system to assess its effectiveness in meeting contractual and regulatory requirements.

E.5. Quality Conformance Inspections

E.5.1 The contractor shall develop and implement a quality acceptance, inspection and test (AI&T) plan for the LMFF production, test, and refurbishment units to include all models. This acceptance inspection and test (AI&T) plan shall demonstrate the adequacy and suitability of the contractor's production processes and procedures for achieving the performance inherent in the product baseline. This acceptance inspection and test plan (AI&T) plan with sign off sheets (check-lists) shall be submitted to the Government for approval prior to any acceptance of the LMFF system either for testing or production by Government QAR inspectors. The contractor shall conduct testing that will ensure that the manufacturing processes, equipment, and procedures are effective, in accordance with ATPD 2236B, paragraph 4.1.2 (AI&T) with a Government QAR present. A production test checklist with Government Quality Assurance Representative (QAR) approval shall be overpacked with each unit. Evidence of any failure during the acceptance inspection and test (AI&T) requirements in ATPD 2236B paragraph 4.1.2 shall constitute rejection of the unit by the Government QAR. The AI&T shall be formatted and delivered in accordance with DI-NDTI-80603, Test Procedure (AI&T) and the following CDRL:

CDRL A018

E.5.2 Failure of any inspection as specified in ATPD 2236B, Section 4.1.2 AI&T shall constitute a rejection of the unit. The contractor shall initiate, internally document, and implement corrective action on any failure. The contractor shall notify the Government Quality Assurance Representative (QAR) in writing of any corrective action proposed. The Government QAR shall determine if the failed inspection shall be repeated on the representative unit after implementation of the corrective action. All costs related to

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these inspections are to be borne by the contractor, including any and all costs for additional tests, inspections, and corrective actions following a failure.

E.6 Drawings For Inspection.

The contractor shall make available to the Government inspector at the time of any Government inspection (in-process or end item), legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government inspection, all drawings and specifications will be returned to the contractor.

E.7 Inspection Equipment.

E.7.1 The contractor shall supply and maintain all inspection and test equipment necessary to assure that the end item and end item components conform to contract requirements, except where specific relief from this requirement is provided for in this contract. The contractor's inspection and test equipment calibration system shall meet the requirements of the contractor's Quality Program.

E.7.2 All necessary inspection and test equipment, regardless of ownership, shall be made available to the Government for Government end item or component inspection upon request. In addition, the contractor shall provide all test support equipment (i.e., repair/spare parts, maintenance/cleaning supplies, etc.) and technical assistance necessary to conduct the Government Inspection and Acceptance Test on all units through the life of the contract. Upon completion of the inspection or test by the Government, the contractor's equipment will be returned to the contractor.

E.8 Failure Analysis and Corrective Action Reports (FACAR) for Test Incident Reports (TIR).

During testing, the Government test site representatives will provide the contractor a copy of all TIRs. The contractor shall furnish a FACAR for each TIR within the time limits listed below.

INCIDENT CLASSIFICATION	FACAR SUBMITTED WITHIN
Critical	2 working days
Major	10 calendar days
Minor	30 calendar days
Informational	30 calendar days, only if requested by Government

The FACAR shall contain an analysis of the test incident and the corrective action taken to prevent recurrence of the incident. The contractor shall provide the effective date and serial number of system(s) and components(s) reflecting the change of such corrective action. The contractor shall address Reliability and Maintainability requirements as applicable. FACARs shall be prepared and submitted in accordance with:
CDRL A017

E.9 UNIT STORAGE /SHIPMENT PRIOR TO FAT

E.9.1 The Government may elect to issue delivery orders that have units delivered prior to First Article Approval. Authorization has been granted under this contract for the contractor to receive progress payments against other than the FAT units. Additionally, the contract requires that the contractor retrofit any units ordered prior to FAT approval, excluding the test units, to the approved configuration.

E.9.2 If the Government elects not to ship production units prior to FAT approval the contractor shall store such units at their facility at no additional cost to the Government until 30 days following notification to the PCO and the ACO that the contractor has upgraded the units to the current configuration including any issues that may have arisen out of FAT.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

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

(1) Start deliveries 210 days after the delivery order date. Subsequent delivery orders will start deliveries 180 days after delivery order award date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of one pump module and seven tankracks units every 30 days;

(ii) You'll deliver a maximum of 7 pump modules and 66 tankrack units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: Only when authorized by the PCO.

(2) Delivery is defined as follows:

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

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

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

(b) CONTRACTOR'S PROPOSED SCHEDULE:

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

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

[End of Clause]

F-10 52.211-16 VARIATION IN QUANTITY APR/1984

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

(b) The permissible variation shall be limited to:

____ ZERO percent increase; and
____ ZERO percent decrease.

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

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[End of Clause]

F-11 52.247-59 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS APR/1984

(a) The Contractor agrees that shipment shall be made in carload or truckload lots when the quantity to be delivered to any one destination in any delivery period pursuant to the contract schedule of deliveries is sufficient to constitute a carload or truckload shipment, except as may otherwise be permitted or directed, in writing, by the Contracting Officer.

(b) For evaluation purposes, the agreed weight of a carload or truckload shall be the highest applicable minimum weight that will result in the lowest freight rate (or per car charge) on file or published in common carrier tariffs or tenders as of the date of bid opening (or the closing date specified for receipt of proposals).

(c) For purposes of actual delivery, the agreed weight of a carload or truckload will be the highest applicable minimum weight that will result in the lowest possible freight rate (or per car charge) on file or published as of date of shipment.

(d) If the total weight of any scheduled quantity to a destination is less than the highest carload/truckload minimum weight used for evaluation of offers, the Contractor agrees to ship such scheduled quantity in one shipment.

(e) The Contractor shall be liable to the Government for any increased costs to the Government resulting from failure to comply with the above requirements.

(End of clause)

F-12 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--

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Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping

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configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-13 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-14 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-15 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:	
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer	

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209405		Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(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]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS	APR/2003
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-8	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-9	252.225-7021	TRADE AGREEMENTS	JAN/2004
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-14	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 5 years from the date of contract award.

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

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

[End of Clause]

H-18	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

792 TANK RACK MODULES, 88 PUMP MODULES, 12 TRAINING CLASSES, OR 40 MAN-DAYS (FOR CONTRACTOR, TECHNICAL ASSISTANCE/FIELD SERVICE REPRESENTATIVE)

(2) Any order for a combination of items in excess of the quantities stated in paragraph (1) above.

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

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

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

[End of Clause]

H-19	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
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- (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-20 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

DEC/2002

(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 and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
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* 97 Office Products (TACOM can currently read OFFICE 97* 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

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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-21	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 (TACOM)	JAN/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

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

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 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 Optional Requirements (Priced Option)

H.1.1 New Equipment Training (Priced Option)

The Government shall have the unilateral right to acquire up to 40 New Equipment Training Classes (20 Operator and 20 Maintainer) at the prices set forth in Section B of this contract. The Government may exercise this option by giving written notice to the contractor (contract modification or delivery order) at least 30 days prior to the start of CONUS classes, or 90 days prior to the start of OCONUS classes. The Government's unilateral right to exercise this option shall commence 2 years after contract award and shall expire 1,824 days after basic contract award. This option may be exercised in one or more increments, for a total of 40 classes. Training dates and location will be provided by the Government at the time the option is exercised, but not less than thirty (30) days prior to the start of a class for CONUS and ninety (90) days prior to an OCONUS class.

H.1.2 Distance Learning Package (Priced Option)

The Government shall have the unilateral right to acquire a Distance Learning Package at the price(s) set forth in Section B of this contract. The Government may exercise this option by giving written notice to the contractor (contract modification or delivery order) at least 30 days prior to delivery. The Government's unilateral right to exercise the option shall commence with initial contract award and shall expire 1,824 days after basic contract award. If this option is exercised, the contractor shall comply with the terms of Clause C.20 of this contract IAW:
CDRL A015.

H.1.3 Contractor Field Service Representative (Priced Option)

The Government shall have the unilateral right to acquire up to 125 mandays of Field Service Representatives for both CONUS and OCONUS locations at the prices set forth in Section B of this contract. The Government may exercise all or any portion of this option by giving the contractor written notice (contract modification or delivery order) at least 30 days prior to the date services are required for CONUS fieldings, and 90 days prior to the date services are required for OCONUS fieldings. The Government's unilateral right to exercise this option shall commence in year three (3) of the contract and shall expire 1,824 days after basic contract award. If this option is exercised, the contractor shall comply with the terms of paragraph C.21.1 of this contract.

H.2 System Support Package. The Government reserves the right to procure a system support package (SSP) from the contractor for each LMFF. This package may include Authorized Stockage List (ASL) Items, spare parts, and consumables required for 180 days of LMFF operation. If the Government decides to exercise this right, an equitable adjustment to the contract will be negotiated for its inclusion.

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*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	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	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-19	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-37	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
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	AUG/1996
I-48	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-49	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-50	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-55	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-56	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-57	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-58	52.248-1	VALUE ENGINEERING	FEB/2000
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	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-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-69	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-76	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-82	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-83	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-84	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-88	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-89	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--

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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 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 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]

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

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

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

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

[End of Clause]

I-91

52.219-4

NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

JAN/1999

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[] Offer elects to waive the evaluation preference.

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

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

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

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

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

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of

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this clause will be performed by the HUBZone small business participant or participants;

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

[End of Clause]

I-92 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997
(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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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-94 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-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

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[End of Clause]

I-96 252.204-7004 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-97 252.247-7023 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.

(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

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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 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--

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- (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]

I-98	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
------	------------------------	--	----------

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

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

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

I-100 52.247-4011 FOB POINT

SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Provision]

I-101 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION
(TACOM)

SEP/2000

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

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

(1) Unit Package:

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

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

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

(2) Shipping Container:

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

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

(ii) Number of unit packages per shipping container _____ each

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

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

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	CONTRACT DATA REQUIREMENTS LIST		022	
Attachment 001	ENGINEERING CHANGE PROPOSALS	10-SEP-2003	014	ELECTRONIC IMAGE
Attachment 002	ATPD 2336B	10-MAR-2004	058	ELECTRONIC IMAGE
Attachment 003	REQUESTS FOR DEVIATION	10-SEP-2003	004	ELECTRONIC IMAGE
Attachment 004	LMI PACKAGING DATA PRODUCTS	10-SEP-2003	004	ELECTRONIC IMAGE
Attachment 005	DI-PACK-80880C (T)	01-NOV-2003	015	ELECTRONIC IMAGE
Attachment 006	DI-ILSS-80872 (T)	29-JUN-1989	003	ELECTRONIC IMAGE
Attachment 007	DI-SESS-81526B (T)	31-AUG-2001	057	ELECTRONIC IMAGE
Attachment 008	DI-MGMT-81238 (T)	13-AUG-1991	002	ELECTRONIC IMAGE
Attachment 009	DI-RELI-81315 (T)	25-JAN-1993	004	ELECTRONIC IMAGE

Name of Offeror or Contractor:

Exhibit A

CONTRACT DATA REQUIREMENTS 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.:
 - B. EXHIBIT:
 - C. CATEGORY:
 - D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 - E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 - F. CONTRACTOR:

-
- 1. DATA ITEM NO. A001
 - 2. TITLE OF DATA ITEM: MEETING MINUTES
 - 3. SUBTITLE:
 - 4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A
 - 5. CONTRACT REFERENCE: C.6.1
 - 6. REQUIRING OFFICE: SFAE-CSS-FP-P
 - 7. DD 250 REQ: LT
 - 8. APP CODE:
 - 9. DIST. STATEMENT REQUIRED:
 - 10. FREQUENCY: ASREQ
 - 11. AS OF DATE: SEE BLOCK 16
 - 12. DATE OF FIRST SUBMISSION:
 - 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		1 / 1
	AMSTA-AQ-ADEA (PCO)		1
	ACO		1
15. TOTAL			1 / 3

16. Remarks: Draft minutes, with a list of attendees, shall be provided by email to SFAE-CSS-FP-P (LMFF SAM) within 5 days after the meeting. The Government has 5 days to review and provide comments. Submit final within 5 days after receipt of Government comments.

Email: jacobsj@tacom.army.mil

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs	I. APPROVED BY:
H. DATE: 10 Sep 03	J. DATE

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
 - B. EXHIBIT:
 - C. CATEGORY:
 - D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 - E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 - F. CONTRACTOR:

-
- 1. DATA ITEM NO. A002
 - 2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL
 - 3. SUBTITLE:
 - 4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639 C
 - 5. CONTRACT REFERENCE: C.7.2
 - 6. REQUIRING OFFICE: AMSTA-TR-D/210
 - 7. DD 250 REQ: LT
 - 8. APP CODE:
 - 9. DIST. STATEMENT REQUIRED:
 - 10. FREQUENCY:
 - 11. AS OF DATE:
 - 12. DATE OF FIRST SUBMISSION:
 - 13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		0 / 1
			0
			0
15. TOTAL			1 / 1

16. Remarks: Submit in accordance with all changes to form, fit, and function that occur after the establishment of the production baseline, and that are considered permanent in nature. Use contract Attachment 001 to prepare Engineering Change Proposals (ECPs).

Email: jacobsj@tacom.army.mil

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs	I. APPROVED BY:
H. DATE: 10 Sep 03	J. DATE

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 95 of 155**

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Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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-
- A. CONTRACT LINE ITEM NO.:
B. EXHIBIT:
C. CATEGORY:
D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
F. CONTRACTOR:

-
1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: REQUEST FOR DEVIATIONS
3. SUBTITLE:
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640 C
5. CONTRACT REFERENCE: C.7.3
6. REQUIRING OFFICE: AMSTA-TR-D/210
7. DD 250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY:
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION:
13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		0 / 1
			0
			0
15. TOTAL			0 / 1

16. Remarks: Submit in accordance with all changes to form, fit, and function that occur after the establishment of the production baseline, and that are considered temporary in nature. Use contract Attachment 003 to prepare Requests for Deviations (RFDs).

Email: jacobsj@tacom.army.mil

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs I. APPROVED BY:
H. DATE: 10 Sep 03 J. DATE

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO. :
B. EXHIBIT:
C. CATEGORY:
D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
F. CONTRACTOR:

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: (RESERVED)
3. SUBTITLE:
4. AUTHORITY (Data Acquisition Document No.)
5. CONTRACT REFERENCE:
6. REQUIRING OFFICE:
7. DD 250 REQ:
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY:
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION:
13. DATE OF SUBS:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT / FINAL

15. TOTAL

16. Remarks:
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE

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

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MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A005
 2. TITLE OF DATA ITEM: LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS
 3. SUBTITLE: PUBLICATIONS AND PROVISIONING
 4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-81529
 5. CONTRACT REFERENCE: C.9.5
 6. REQUIRING OFFICE: AMSTA-LC-CJA
 7. DD 250 REQ: LT
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED: REQUIRED
 10. FREQUENCY: ASREQ
 11. AS OF DATE:
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	AMSTA-LC-CJA		0 / 1*
	Government Log Spt contractor		1*
			0
15. TOTAL			0 / 2

16. Remarks: Letter of transmittal to Procuring Contracting Officer (PCO) AMSTA-AQ-ADEA.

Block 10 and 12:

- First submittal due at the start of work meeting for the Government logistics support contractor.
- Subsequent submittals due by the 25th of each month .
- 80% of data supporting configuration for FAT due 180 days after contract award.
- Final LMI delivery will be submitted concurrent with First Article Test (FAT) completion.

Block 14: Applicable addresses will be provided at the start of work meeting.

Email: jacobsj@tacom.army.mil

17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs I. APPROVED BY:
 H. DATE: 10 Sep 03 J. DATE

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

Page 98 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
- E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
- F. CONTRACTOR:

1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: SPECIAL PACKAGING INSTRUCTIONS (SPI)
3. SUBTITLE: SHIPPING AND STORAGE (S&S) INSTRUCTIONS
4. AUTHORITY (Data Acquisition Document No.) DI-PACK-80121B
5. CONTRACT REFERENCE: C.10.1
6. REQUIRING OFFICE: AMSTA-LC-LEAP
7. DD 250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: A
10. FREQUENCY: ASREQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	AMSTA-LC-LEAP		1 / 1
			0
			0
15. TOTAL			1 / 1

16. Remarks: S&S instructions. Draft will be submitted 30 days prior to validation. Final submittal 310 days after contract award.

Government to review and provide comments within 15 days of receipt. Contractor to respond within 20 days after receipt of Government comments.

S&S instructions must be submitted electronically in a format that is readable and editable by the Government (currently MS Word Office 97)

Repro copy = Electronic delivery, CD ROM or email: wolakm@tacom.army.mil (preferred)

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Mark Wolak
H. DATE: 10 Sep 03

I. APPROVED BY:
J. DATE

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

Page 99 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A007
 2. TITLE OF DATA ITEM: LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCT(S)
 3. SUBTITLE: PACKAGING DATA ELEMENTS (CODED DATA)
 4. AUTHORITY (Data Acquisition Document No.) DI-ALSS-81529
 5. CONTRACT REFERENCE: C.10.7.1
 6. REQUIRING OFFICE: AMSTA-LC-LEAP
 7. DD 250 REQ: LT
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY: ASREQ
 11. AS OF DATE:
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	AMSTA-LC-LEAP		0 / 1
			0
			0
15. TOTAL			0 / 1

16. Remarks:

Coded Data. First submittal due 30 days after provisioning and subsequent submittals due by 25th of each month when data is completed (no data, no submittal).

The following data element positions as defined in Attachment 004, LMI Packaging Data Format, will be left blank: 7, 27-28, 38, 114, 158, 209, 215-336. An Access database is available to assist in collecting and formatting this data.

Government to review and provide comments within 15 days of receipt. Contractor to respond within 20 days after receipt of Government comments.

Repro copy = Electronic delivery, CD ROM or email: wolakm@tacom.army.mil (preferred)

17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Mark Wolak
 H. DATE: 10 Sep 03

I. APPROVED BY:
 J. DATE

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

Page 100 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
- E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
- F. CONTRACTOR:

1. DATA ITEM NO. A008
2. TITLE OF DATA ITEM: SPECIAL PACKAGING INSTRUCTIONS
3. SUBTITLE:
4. AUTHORITY (Data Acquisition Document No.) DI-PACK-80121B
5. CONTRACT REFERENCE: C.10.7.2
6. REQUIRING OFFICE: AMSTA-LC-LEAP
7. DD 250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: A
10. FREQUENCY: ASREQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	AMSTA-LC-LEAP		0 / 1
			0
			0
15. TOTAL			0 / 1

16. Remarks:

Special Packaging Instructions. First submittal due 30 days after provisioning and subsequent submittals due by 25th of each month when data is completed (no data, no submittal).

Government to review and provide comments within 15 days of receipt. Contractor to respond within 20 days after receipt of Government comments.

An electronic version of DD Form 2169 referenced in DI-PACK-80121B will be provided.

Repro copy = Electronic delivery, CD ROM or email: wolakm@tacom.army.mil (preferred).

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Mark Wolak I. APPROVED BY:

H. DATE: 10 Sep 03 J. DATE

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
 - B. EXHIBIT:
 - C. CATEGORY:
 - D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 - E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 - F. CONTRACTOR:

-
- 1. DATA ITEM NO. A010
 - 2. TITLE OF DATA ITEM: TRANSPORTABILITY REPORT
 - 3. SUBTITLE:
 - 4. AUTHORITY (Data Acquisition Document No.) DI-PACK-80880C(T)
 - 5. CONTRACT REFERENCE: C.13
 - 6. REQUIRING OFFICE: SFAE-CSS-FP-P
 - 7. DD 250 REQ: LT
 - 8. APP CODE: A
 - 9. DIST. STATEMENT REQUIRED:
 - 10. FREQUENCY:
 - 11. AS OF DATE: SEE BLOCK 16
 - 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 - 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		1 / 1
			0
			0
15. TOTAL			1 / 1

16. Remarks:
 Draft delivered 60 days prior to First Article Test (FAT). Government to review and provide comments 30 days after receipt of draft.
 Final Transportability Report delivered NLT 30 days after Government review. Government approval after 15 day review period.
 Repro copy = electronic delivery to email: jacobsj@tacom.army.mil
 Tailoring: Delete paragraphs 3 (8) (1) and 3 (8) (m) in their entirety.
 Email: jacobsj@tacom.army.mil

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs	I. APPROVED BY:
H. DATE: 10 Sep 03	J. DATE

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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. :
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A011
 2. TITLE OF DATA ITEM: PROPOSED SPARE PARTS LIST
 3. SUBTITLE: SYSTEM SUPPORT PACKAGE CONTENT LIST
 4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80134A
 5. CONTRACT REFERENCE: C.15.2.2
 6. REQUIRING OFFICE: SFAE-CSS-FP-P
 7. DD 250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ONE/R
 11. AS OF DATE: SEE BLOCK 16
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		1 / 1
			0
			0
15. TOTAL			1 / 1

16. Remarks:
 17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
 H. DATE: J. DATE

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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. :
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A012
 2. TITLE OF DATA ITEM: TRAINING MATERIALS
 3. SUBTITLE: TRAINING COURSE OUTLINE
 4. AUTHORITY: (Data Acquisition Document No.) DI-ILSS-80872 (T)
 5. CONTRACT REFERENCE: C.18.6
 6. REQUIRING OFFICE: AMSTA-LC-LFE
 7. DD 250 REQ: DD
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE:
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	DRAFT REPRO	FINAL	REPRO
	AMSTA-LC-LFE		1	1	1	0
					0	0
15. TOTAL			1	1	1	1

16. Remarks:

Training Course Outline. The contractor shall deliver a training course outline in accordance with DI-ILSS-80872 (T) for I&KP/NET (if NET option is exercised). The outline outline is a schedule of events and includes a breakdown of individual topics showing the time allotted, materials required (TV, VCR, etc.), facility requirements, reference materials, type of instruction (practical, exercise, lecture, demonstration, video, etc.) and tools required for each topic. Commercial format is acceptable. A sample outline will be provided to the contractor at the start of work meeting.

The training outline will remain as a draft until Instructor and Key Personnel Operator and Maintainer Training (I&KPT) has been completed. Changes to the training materials may occur due to the outcome of testing or the I&KPT. Training Outline will be in an editable digital format.

*Submit draft copies of the training course outline 30 days prior to the start of FAT testing. The Government will review and provide comments within 5 days after receiving the draft outline.

** Submit draft copies of the training course outline 30 days prior to the start of IOT&E testing. The government will review and provide comments within 5 days after receiving the draft outline.

***Re-submit the revised draft outline within 15 days after receiving Government comments. (The outline will be used for the tester training and be the basis for tester training and be the basis for the I&KP and New Equipment Training (NET)).

The Government will provide comments within 15 days after successful completion of FAT and IOT&E testing, with changes based on the results of testing and other training input.

****Re-submit the revised draft outline within 15 days after receiving the Government comments. (The outline will be the basis for the I&KPT and NET).

*****Submit the draft outline 45 days prior to the I&KPT. The Government will review and comment within 10 days.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0037 MOD/AMD	Page 105 of 155
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Name of Offeror or Contractor:

*****Re-submit the draft outline with changes 10 days prior to the I&KPT. The Government will provide comments within 10 days after completion of the I&KPT.

*****The final outline is due 15 days after receiving the Government comments from the I&KPT.

***** Provide updates to the training outline as necessary due to changes in the course curriculum requirements, revision of the technical manuals, and modifications or changes to the system configurations.

TAILORING: Para 10.1: Delete first sentence entirely. Second sentence delete "out a need for" and "with a minimum requirement for". Forth sentence delete "and to insert training malfunctions into the equipment". Para 10.1.1: Delete first sentence entirely. Para 10.2.1: Delete "clinical" from the first sentence. Delete third sentence entirely. Para 10.2.1.1: Delete last sentence entirely. Para 10.2.1.2: Delete paragraph. Para 10.2.1.3: Delete third sentence entirely. Para 10.2.2: Delete sub-para (3) entirely.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Ken Hare	I. APPROVED BY:
H. DATE: 10 Sep 03	J. DATE

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

Page 106 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A013
 2. TITLE OF DATA ITEM: TRAINING MATERIALS
 3. SUBTITLE: TRAINING MATERIALS
 4. AUTHORITY: (Data Acquisition Document No.) DI-ILSS-80872 (T)
 5. CONTRACT REFERENCE: C.18.7
 6. REQUIRING OFFICE: AMSTA-LC-LFE
 7. DD 250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE: SEE BLOCK 16
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	DRAFT REPRO	FINAL	REPRO
	AMSTA-LC-LFE		1	1	1	0
						0
15. TOTAL			1	1	1	1

16. Remarks:

Training Material. The contractor shall deliver an Instructor Guide and a Student Training Guide in accordance with DI-ILSS-80872 (T). Training Materials shall contain equipment and component description, functional data training handbooks that include, by sub-component for LMFF operation, setup and disassembly, inspection, testing, troubleshooting, and safety procedures.

(All training materials will remain as a draft until Instructor and Key Personnel Operator and Maintainer Training (I&KPT) has been completed. Changes to the training materials may occur due to the outcome of testing or the I&KPT). Lesson guides and materials will be delivered in an editable digital format.

*Submit draft copies of the Instructor and Student lesson guides 30 days prior to the start of FAT. The Government will review and provide comments within 5 days after receiving the draft materials.

**Submit draft copies of the instructor and student lesson guides 30 days prior to start of IOT&E testing. The government will review and provide comments within 5 days after receiving the draft materials.

***Re-submit the revised draft materials within 15 days after receiving Government comments. (These materials will be used for the tester training and be the basis for tester training).

The Government will provide comments within 15 days after successful completion of FAT and IOT&E testing, with changes based on the results of testing and other training input.

****Re-submit the revised draft lesson guides within 15 days after receiving the Government comments. (These materials will be the basis for the I&KPT and NET).

*****Submit the draft materials 45 days prior to the I&KPT. The Government will review and comment within 10 days.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 107 of 155
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Name of Offeror or Contractor:

*****Re-submit the draft materials with changes 10 days prior to the I&KPT. The Government will provide comments within 10 days after completion of the I&KPT.

*****The final materials are due 15 days after receiving the Government comments from the I&KPT.

*****Provide updates to the training materials as necessary due to changes in the course curriculum requirements, revision of the technical manuals, and modifications or changes to the system configurations.

TAILORING: Para 10.1: Delete first sentence entirely. Second sentence delete "out a need for" and "with a minimum requirement for". Forth sentence delete "and to insert training malfunctions into the equipment". Para 10.1.1: Delete first sentence entirely. Para 10.2.1: Delete "clinical" from the first sentence. Delete third sentence entirely. Para 10.2.1.1: Delete last sentence entirely. Para 10.2.1.2: Delete paragraph. Para 10.2.1.3: Delete third sentence entirely. Para 10.2.2: Delete sub-para (3) entirely.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Ken Hare	I. APPROVED BY:
H. DATE: 10 Sep 03	J. DATE

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A014
 2. TITLE OF DATA ITEM: TRAINING COURSE COMPLETION REPORT
 3. SUBTITLE: TRAINING COURSE COMPLETION REPORT
 4. AUTHORITY: (Data Acquisition Document No.) DI-ILSS-80872 (T)
 5. CONTRACT REFERENCE: C.18.8
 6. REQUIRING OFFICE: AMSTA-LC-LFE
 7. DD 250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE:
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	DRAFT REPRO	FINAL REPRO
	AMSTA-LC-LFE		1	1	1
					0
					0
15. TOTAL			1	1	1

16. Remarks:

Training Course Completion Report. The contractor shall deliver a Training Course Completion Report in accordance with DI-ILSS-80872 (T). The contractor shall data fax or email to the Government a list of students in attendance on the first day of training. The Government will send completed Certificates of Training to the instructor after the Government receives the list of students in attendance, to be presented at the end of the class. The contractor may also provide corporate certificates if desired. The Government will provide the contractor with course critiques that the contractor shall administer to each student at the end of each class conducted. For each class the Government will provide a student attendance Form, to be administered by the instructor. The contractor shall submit the critiques and completed student attendance list NLT 10 days after completion of each class.

*Submit by FAX or EMAIL, a list of students in attendance on the morning of the first day of training.

The Government will provide Certificates of Training for your presentation to each student at the end of class.

The Government will provide course critiques for you to administer at the end of each class, for each student in attendance of the training.

**Submit the completed course critiques within 10 days after each class is completed.

***Submit the completed student Attendance Form within 10 days after each class is completed.

TAILORING: Para 10.1: Delete first sentence entirely. Second sentence delete "out a need for" and "with a minimum requirement for". Fourth sentence delete "and to insert training malfunctions into the equipment". Para 10.1.1: Delete first sentence entirely. Para 10.2.1: Delete "clinical" from the first sentence. Delete third sentence entirely. Para 10.2.1.1: Delete last sentence entirely. Para 10.2.1.2: Delete paragraph. Para 10.2.1.3: Delete third sentence entirely. Para 10.2.2: Delete sub-para (3) entirely.

17. PRICE GROUP:

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 109 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE

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

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PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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. :
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A015
 2. TITLE OF DATA ITEM: DISTANCE LEARNING PACKAGE
 3. SUBTITLE: INSTRUCTIONAL MEDIA PACKAGE
 4. AUTHORITY: (Data Acquisition Document No.) DI-SESS-81526B (T)
 5. CONTRACT REFERENCE: C.20.2
 6. REQUIRING OFFICE: AMSTA-LC-LFE
 7. DD 250 REQ: DD
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE:
 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
 13. DATE OF SUBS:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	DRAFT REPRO	FINAL REPRO
	AMSTA-LC-LFE		1	1	1
					0
					0
15. TOTAL			1	1	1

16. Remarks:

Distance Learning Package (DLP). This contract contains an option in Section H.1.2 to acquire a Distance Learning Package (DLP) in accordance with DI-SESS-81526B (T). The contractor will provide a CD ROM interactive courseware training package(s) for the items as follows for DLP if the option is exercised:

- (a) General End Item Description
- (b) Proper Use/Operation of the end item
- (c) Safety Issues/Warnings
- (d) Operator's Level Preventative Maintenance Checks and Services (PMCS).

The CD must be compatible with the most recent version of the Tool Box Instructor Hypertext Markup Language (HTML) format. The DLP shall be formatted and delivered in accordance with: DI-SESS-81526AB, Instructional Media Package.

(All video and CDROM training materials will remain as a draft until Instructor and Key Personnel (I&KPT) has been completed. Changes to the scripts and materials may occur due to the outcome of testing or the I&KPT. Media materials will be delivered in an electronic reproducible format.

*Submit draft copies of the media presentation scripts 30 days prior to the start of Government testing. The Government will review and provide comments within 5 days after receiving the draft scripts.

**Re-submit the revised scripts within 15 days after receiving Government comments. (These scripts will be used to develop the media presentation for the I&KPT and New Equipment Training (NET)).

The Government will provide comments to the scripts within 15 days after successful completion of Government testing.

***Re-submit the revised draft scripts within 15 days after receiving the Government comments. (These materials will be the basis for the I&KPT and NET).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 111 of 155
	PIIN/SIIN W56HZV-04-R-0037	MOD/AMD

Name of Offeror or Contractor:

****Submit the draft scripts and productions 90 days prior to the I&KPT. The Government will review and comment within 20 days.

****Re-submit the draft scripts and productions with changes 45 days prior to the I&KPT. The Government will review and provide comment within 10 days.

*****Re-submit the draft scripts and productions with changes 10 days prior to the I&KPT.

The Government will provide comments within 10 days after completion of the I&KPT.

*****The final media productions are due 15 days after receiving the Government comments from the I&KPT.

*****Provide updates to the media package as necessary due to changes in the course curriculum requirements, revision of the technical manuals, and modifications or changes to the system configuration.

TAILORING: Para 3.3.4 First sentence delete "talent, props" and "sound effects, camera angle." Para 3.3.2.1.b. Delete "and storyboard." Para 3.3.2.1.c. Delete second sentence. Para 3.3.2.1.i. Delete paragraph in its entirety. Para 3.3.2.1.j. Delete paragraph in its entirety. Para 3.3.2.1.k.(3). Delete in its entirety. Para 3.3.2.2. Delete paragraph in its entirety. Para 3.3.3. Delete paragraph in its entirety. Para 3.3.4. Delete paragraph in its entirety. Para 3.3.6. Delete paragraph in its entirety. Para 3.3.7. Delete paragraph in its entirety. Para 3.6.3.c.(2). Delete sub-paragraphs (d), (e), (g), and (p). Para 4. Delete paragraph in its entirety. Table 1. Delete table in its entirety.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE

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

Page 112 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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.:
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A016
 2. TITLE OF DATA ITEM: CONTRACTOR FIELD SERVICE REPORT / FIELD SERVICE REPRESENTATIVE REPORTS
 3. SUBTITLE:
 4. AUTHORITY: (Data Acquisition Document No.) DI-MGMT-81238 (T)
 5. CONTRACT REFERENCE: C.21.3.4
 6. REQUIRING OFFICE: SFAE-CSS-FP-P
 7. DD 250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE: SEE BLOCK 16
 12. DATE OF FIRST SUBMISSION:
 13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL	
	SFAE-CSS-FP-P (LMFF SAM)		1	1
			0	0
			0	0
15. TOTAL			1	1

16. Remarks:
 Within 10 working days of completion of an assignment, FSR shall prepare and deliver report via email to SFAE-CSS-FP-P (LMFF SAM).

TAILORING:
 Delete paragraph 10.1 in its entirety.

17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
 H. DATE: J. DATE

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

Page 113 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
- E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
- F. CONTRACTOR:

1. DATA ITEM NO. A017
2. TITLE OF DATA ITEM: FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT
3. SUBTITLE:
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81315 (T)
5. CONTRACT REFERENCE: E.8
6. REQUIRING OFFICE: AMSTA-TR-D/210
7. DD 250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: ASREQ
11. AS OF DATE: SEE BLOCK 16
12. DATE OF FIRST SUBMISSION:
13. DATE OF SUBS: SEE BLOCK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL
	SFAE-CSS-FP-P (LMFF SAM)		REG/REPRO / 1
	AMSTA-TR-D/210		/ 1
15. TOTAL			/ 2

16. Remarks:

Block 12: Submit failure analysis and corrective action responses in accordance with times listed in contract reference E.8.

Block 13: Submit final response within 30 calendar days.

Block 14: E-mail interim and final failure analysis and corrective action responses to the following address:

nicholsd@tacom.army.mil

jacobsj@tacom.army.mil

Tailoring: Paragraph 10.2: Delete sub-paragraph a.

Paragraph 10.5: Delete entire paragraph.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Julie Jacobs

I. APPROVED BY:

H. DATE: 10 Sep 03

J. DATE

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

Page 114 of 155

PIIN/SIIN W56HZV-04-R-0037

MOD/AMD

Name of Offeror or Contractor:

CONTRACT DATA REQUIREMENTS 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. :
 B. EXHIBIT:
 C. CATEGORY:
 D. SYSTEM/ITEM: LOAD HANDLING SYSTEM MODULAR FUEL FARM
 E. CONTRACT/PR NO.: RFP W56HZV-04-R-0037
 F. CONTRACTOR:

1. DATA ITEM NO. A018
 2. TITLE OF DATA ITEM: TEST PROCEDURE (AI&T)
 3. SUBTITLE: PRODUCT QUALITY DEFICIENCY REPORTS (PQDR)
 4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603
 5. CONTRACT REFERENCE: E-5.1
 6. REQUIRING OFFICE: AMSTA-TR-D/210
 7. DD 250 REQ: LT
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: ASREQ
 11. AS OF DATE: SEE BLK 16
 12. DATE OF FIRST SUBMISSION: SEE BLK 16
 13. DATE OF SUBS: SEE BLK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT / FINAL	
			REG/REPRO	
	AMSTA-TR-D/210		1	1
15. TOTAL				1

16. Remarks: Draft due not later than 30 days prior to delivery of FAT units. Government review and comment to be completed within 5 days of receipt of draft. Final due concurrent with delivery of FAT units.

17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Doley Nicholson I. APPROVED BY:
 H. DATE: J. DATE

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*** END OF NARRATIVE J 001 ***

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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 3441.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, 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 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) JUL/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:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)

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- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. 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 specifications 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.

(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. (Since 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.)

Spec/Standard	Required CIODS	Substitute Available?
-1-		

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

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

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

[End of Provision]

K-7 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

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

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

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

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

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

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

[End of Provision]

K-8 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: _____

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TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other:

(f) Common parent.

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

Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

K-9 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-10 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.

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- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

K-11 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

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

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

OFFEROR RECOMMENDATIONS

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

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

[End of Provision]

K-12 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

Name of Offeror or Contractor:

[] 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]

K-13 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

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indicated in this proposal or response to request for information.

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

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

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

[End of Provision]

K-14 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-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

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

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

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

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

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

[End of Provision]

K-17

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the

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offer, copies of the Disclosure Statement have been submitted as follows:

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

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

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

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

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the

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award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- yes
- no

[End of Provision]

K-18 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

[End of Provision]

K-19 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

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

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

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

[End of Provision]

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	JAN/2004
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-10	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III (OCT 1997) AND ALTERNATE IV (OCT 1997))	OCT/1997

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

(b) Provide information described below:SEE SECTION L PRICE AREA

(c) Submit the cost portion of the proposal via the following electronic media: SEE SECTION L PRICE AREA

[End of Provision]

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-12	52.232-18	AVAILABILITY OF FUNDS	APR/1984
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-13	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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

HQ, Army Materiel Command

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Name of Offeror or Contractor:

(Protest Coordinator)
Warren, MI 48397-5000

or

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

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

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-14 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

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

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

[End of Provision]

L-15 52.209-4008 CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL APR/1986
(TACOM)

We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

L-16 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
(TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-17 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-18 52.211-4060 NOTICE CONCERNING MIL-PRF-2104G LUBRICANTS OCT/1997
(TACOM)

(a) Offeror's attention is directed to the fact that specification MIL-PRF-2104G is incorporated by reference in this contract. The specification covers lubricants, including 15W40 multiweight lubricant, that may be utilized in vehicles purchased and used by the Government, together with the types of applications and the temperature ranges in which each lubricant properly can be used.

(b) The Government reserves the right to use any lubricating oil identified in MIL-PRF-2104G as allowable for the application and ambient temperature conditions that exist where the vehicles to be supplied under this contract are fielded. Further, the Government expects that such usage will be without effect on the warranty set forth in Section 4 of the contract.

[End of Provision]

L-19 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
(TACOM) (NON-US POSTAL SERVICE MAIL)

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(a) Handcarried offers shall be addressed to:

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

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

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

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

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

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

[End of Provision]

L-20 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-21 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

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Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals) (PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
 Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
 Attorney work product;
 Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
 Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);
 NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
 PRINTED NAME: _____
 TITLE: _____
 EMPLOYER: _____

[End of clause]

L-22 52.215-4502 PARTNERING APR/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

L-23 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION MAR/2003
 (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

Name of Offeror or Contractor:

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* 97 Office Products (TACOM can currently read OFFICE 97* 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 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 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

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

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

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

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

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(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 SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 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 33 cover sheet. E-mailed offers must also include a signed SF 33 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-24 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

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

(b) PTACs provide their clients with...

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

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

[End of Provision]

L-25 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by

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reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

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

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

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

[End of Provision]

L-26 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:

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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]

L-27 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996
 (TACOM) TOOLING

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

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

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

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

[End of Provision]

PROPOSAL INSTRUCTIONS

The offerors shall submit their proposals in 4 volumes. The volumes should be clearly labeled as Vol. 1 Solicitation (1 copy); Vol. 2 Technical Area (4 copies); Vol. 3 Past Performance Area/Small Business Participation (2 copies); and Vol. 4 Price Area (2 copies).

L.1 VOLUME I SOLICITATION (Certifications/Representations)

L.2 VOLUME II TECHNICAL

L.2.1 ELEMENT 1 - TECHNICAL APPROACH

The offeror shall identify its technical proposal for meeting the following performance requirements:

(a) Tankrack capacity and weight. Each offeror shall identify and support its approach for meeting the requirements of Purchase Description ATPD 2336, paragraphs 3.5.6.1.1, Capacity, and 3.5.4, Weight as it relates to tank capacity and weight. Offerors shall provide sufficient detailed information and engineering data to demonstrate how their approach will meet or exceed the requirements. The offeror shall provide a description of the tankrack containing: a list of components with specifications (including dimensions, weight, capacity, material of construction and its characteristics, and any other pertinent information), sketches, and location of components.

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Any modeling, calculations, and details concerning assumptions used in modeling or calculations shall be provided to validate any claims made about performance regarding these requirements. All information and data relating to these requirements shall be provided in U.S. customary units of measurement.

(b) Control panel. In accordance with paragraph 3.5.6.2.4 of Purchase Description ATPD 2336, the offeror shall provide information detailing its proposed technology (sensors, user interface, and communications, if applicable). The offeror shall also provide the specifications of its proposed sensors and devices. The offeror shall describe the method of relaying the fluid level of each tankrack to the panel and volume determination. The offeror is to describe how the information (level and volume of each tankrack and total volume) will be displayed for the user.

(c) Pump Filtration Module. 3.5.6.2.1, Pumping Assembly. The offeror shall provide detailed drawings of the pump filtration module. All parts in the drawings shall be in the same relative scale. The drawings shall include all required components and shall be accompanied with full data descriptions of the components, including manufacturers, pump curves, filter and engine certifications, etc. The offeror shall provide projected filtered flow rates in gallons per minute. The offeror shall provide estimates of pressure head losses and energy efficiency losses to justify projected performance values. All major components and interfaces shall be highlighted or labeled in the drawings. Dimensions and weights of all the components shall be included in the descriptions, and the total weight of the pump filtration module shall be stated.

L.2.2 ELEMENT 2 EXPERIENCE

The offeror shall identify its experience, background and knowledge with respect to the following:

(a) Your experience, background and knowledge pertaining to the design and production of the following:

1. Tank and Tank-rack Modules
2. Pump Modules
3. Integration of Fuel Distribution Systems

Each offeror shall detail its experience as required below and how relevant its proposed system is to that experience. If an offeror lacks experience, that offeror shall detail how it intends to compensate for such lack of experience.

(1) Tanks and Tank-rack modules: The offeror shall detail its corporate experience in the design and mass production of tanks and tank-racks for the containment of fuel. The offeror shall provide detailed information about contracts performed for the government and commercial entities which demonstrate relevant experience in the design and production of tanks and tank rack modules similar to its proposed system. Provide proof of certifications held for manufacturing ISO tankracks and ASME certification for pressure vessels or equivalent.

(2) Pump modules, to include filtration system and integrated control panel. The offeror shall detail its corporate experience in the design and mass production of pump modules, filtration systems and integrated control panels. The offeror shall provide detailed information about contracts performed for government and commercial entities which demonstrate relevant experience in the design and production of pump modules to include filtration systems and control panels similar to its proposed system.

(3) Integration of fuel distribution systems. The offeror shall detail its corporate experience in the design and mass production of integrated fuel distribution systems to include measurement of fluid levels and volume measurements. The offeror shall provide detailed information about contracts performed for the government and commercial entities which demonstrate relevant experience in the design and production of integrated fuel distribution systems similar to its proposed system

L.3 VOLUME III PAST PERFORMANCE / SMALL BUSINESS PARTICIPATION

L.3.1 ELEMENT 1 - PAST PERFORMANCE:

Provide information for your recent, relevant contracts, and those of your proposed significant subcontractors, including Federal, State, and local government and private industry contracts.

Significant subcontractors are subcontractors, exclusive of raw material, whose total work contribution exceeds 10 % of the total proposed price. Recent contracts are those with any performance taking place approximately within the three (3) years prior to the date this solicitation was issued. Relevant contracts are those that are similar in scope (products and/or processes) to the requirements of this solicitation. Highly relevant contracts will tend to include contracts you have performed as:

- a. A manufacturer of petroleum tanks.
- b. A manufacturer of pump modules to include filtration systems and integrated control panels.
- c. A system integrator for fuel distribution systems.

Do not provide past performance information for subcontractors who do not meet the definition of significant or do not meet the definition of recent.

1. For each of your recent relevant past contracts you shall provide the following information. It is important to provide complete

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information and to avoid providing information on contracts that do not represent relevant performance within the last three years.

- a. Contract Number.
- b. Contract type.
- c. Award Price/Cost
- d. Original delivery schedule.
- e. Final, or projected final, delivery schedule.
- f. Your (and any significant subcontractors) CAGE and DUNNS numbers
- g. Government or commercial contracting activity address and telephone number.
- h. Procuring Contracting Officer's (PCO's) or Commercial Point of Contact (POC) name, telephone number and e-mail address.
- i. Government or commercial contracting activity technical representative or Contracting Officers Representative (COR), telephone number and e-mail address.
- j. Government or commercial contracting activity, and the name, telephone number and e-mail address of the Administrative Contracting Officer (ACO).
- k. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation.
 1. Description of objectives achieved to date on the contract. Include an explanation of instances where technical or schedule requirements were not met and any corrective actions taken to avoid such problems in the future.

2. Cancellations and terminations: Identify any recent contracts which have been terminated, or canceled for any reason, in whole or in part. Include prime contracts, contracts under which you were a subcontractor, and any of your significant subcontractors' contracts. Provide the information requested in paragraph 1 above for any of these contracts. If there were no cancellations or terminations, please state that.

3. Corporate entities: If any contract listed in 1 above was performed by a corporate entity or division other than the corporate entity or division that would perform work under the instant RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

4. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts of a previous employer, we may consider the performance of these individuals in our evaluation of performance risk. In order for us to consider such performance, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current requirement of this solicitation. Also provide similar information to that identified in 1 above for those contracts that these key personnel were involved in with those previous employers.

5. Predecessor Companies: Likewise, if you or a significant subcontractor only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in 1 through 3 above for those recent, relevant contracts of that predecessor company.

6. We may use data you provide and data we gather from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. If we find past performance problems as a result of the data you provide, we will not assume the responsibility to find other data which mitigates or resolves the problems. That burden, of providing thorough and complete past performance information, remains with you. We may assign a "higher risk" rating to your proposal or reject your proposal if it does not contain the information requested.

L.3.2 ELEMENT 2 - SMALL BUSINESS PARTICIPATION

This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its facility or headquarters.

a. All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the offeror's own participation, as a SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

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Regarding small business concern participation, offerors shall address anticipated subcontracting based on the offeror receiving a single contract with delivery orders for each year of the 5 year IDIQ contract in the estimated/total quantities specified in Section L, Price Area. The Subcontracting Plan shall further be consistent with the offeror's projected work accomplishment as detailed in the offeror's proposal in response to RFP Paragraph L.2.1. The required information shall be identified in a table format substantially in accordance with the following example:

BASE YEAR

Business Category (LB+SB)	Dollar Amount (all SubKs)* \$ 43M	Participation 100%	Total Subcontracting
SB	\$ 10 M	23.3%	(\$10M of \$43M)
SDB	\$ 2.15 M	5.0%	(\$2.15M of 43M)
WOSB	\$ 2.36 M	5.5%	(\$2.36M of \$43M)
VOSB	\$ 0.3 M	0.7%	(\$0.3M of \$43M)
SDVOSB	\$ 0.1 M	0.2%	(\$0.1M of \$43M)
HUBZone SB	\$ 1.0 M	2.3%	(\$1.0M of \$43M)
HBCU/MI	\$ 0.15 M	0.4%	(\$0.15M of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

b. All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific services to be provided or components to be produced by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows:

Base Year	Name of Small Business Concern	Small Business Classification(s)	Description of Service/Product	Total Dollars
	ABC Co.	SB	Wire	\$0.50M
	ABC Co.	SB	Plating	\$0.75M
	EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

(c) As defined below, offerors shall also provide the following:

(1) Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

(2) All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

L.4 VOLUME IV - PRICE AREA

L.4. PRICE AREA

L.4.1 General: The Price Area volume shall include all data and information necessary to allow for an assessment of the realism and reasonableness of the offerors proposed prices. Realism seeks to determine whether the proposed prices are reflective of and consistent with the proposed technical approach in accomplishing the requirements and objectives of the solicitation. Reasonableness is defined as a price that does not exceed what would be incurred by a prudent person in the conduct of competitive business. Other significant aspects of the pricing proposal include the following:

(a) the estimated price to the Government must reflect the use of prudent judgment and sound business practices. Sound business practices include compliance with applicable Government contracting regulations and proper estimating and accounting of costs.

(b) the price volume must be consistent with the offerors technical solution. The consistency between the offerors price and

Name of Offeror or Contractor:

technical approach reflects upon the offerors understanding of the requirements and their ability to perform the effort contained in the statement of work. Any inconsistency, if unexplained, raises a fundamental question as to the offerors inherent understanding of the required work and their ability to perform the work at the stated price.

L.4.1.1 Offerors shall submit their Price Area Volume in both hard copy (2 each) and electronic format (2 each). Electronic submission shall use the Microsoft Office Package; Excel for spreadsheets and Word for narrative files. Submitted electronic spreadsheets must contain all formulas and computations which calculate out to the proposed amounts. Print image files or files containing only values are not acceptable.

L.4.1.2 Offerors shall be held accountable for the validity of all information contained in their proposal. The Government does not assume the duty to search for data to cure problem areas it may find in the proposal. The burden of providing thorough and complete pricing information remains with the offeror. Should subsequent investigation uncover that the facts and/or conditions were not as stated, the proposal may be rejected.

L.4.1.3 To supplement the evaluation conducted by the Source Selection Evaluation Board, TACOM may request assistance from your cognizant DCAA or DCMAO office. As such, the offeror shall provide notice within its proposal as to which DCAA office is responsible for audit or the DCMAO office which administers your Government contracts along with a point of contact, phone number and e-mail address.

L.4.2 Proposal Structure: The instructions that follow are not intended to be restrictive or all inclusive. Offerors may submit any other cost or financial information they consider relevant and useful in the evaluation of their cost proposal. Pricing information is required for the Contract Line Item Numbers (CLINS) contained in Section B of the solicitation as well as data items from the CDRL listing where a request for a separate price is indicated. Offerors should note where the instructions ask for pricing based on a total value and those items where unit pricing is requested.

The requirements identified in the solicitation and which serve as the basis for the pricing proposal include the following efforts.

- ** LMFF First Article Test Units
Pump Modules
Tankracks
** LMFF Production Units
Years 1 through 5
** System Support Package
** Log Demo
** Training for FAT
** Training for IOT&E
** IKP Training
** Contract Data Items
** Short term and long term packaging
** New Equipment Training (option)
** Distance learning (option)
** Field Service Representatives (option)

L.4.2.1 Projected Quantities. Offerors shall utilize the following projection of quantities per program year in developing their pricing. Some requirements will not require annual/program year pricing, rather, the value shall be based upon an occurrence of the event and/or session. The projected quantities per requirement and the manner in which the pricing shall be submitted are as follows:

Table with 7 columns: Item, FAT, Prod., Yr 1, Yr2, Yr3, Yr4, Yr5. Rows include Tank Racks and Pump Modules.

LMFF Test Support (Sec C.14 and C.15)
Offerors shall price out all Test Support related activities which are addressed in Section C of the solicitation. Efforts such as the following constitute the Test Support function...Logistics Demonstration (LD) Plan; LD Test and related support; LD Introductory Training session; SSPs; Contractor Support of Government Testing. The quantity for this effort is projected to be 1 lot.

Contract Data Items (CDRLs)
The offerors shall submit prices for data items and contractor support as indicated in the scope of work. The offerors shall provide a narrative explaining the development of the offered price supported with any vendor quotes. Offerors shall adhere to the instructions contained in the CDRL.

Training (Section C.18)
Offerors shall address all of the Government's training needs specified in the solicitation. Pricing shall be presented on a 'per course' basis.

Name of Offeror or Contractor:

New Equipment Training (Section C.19)

Offerors shall furnish pricing on a 'per course' basis.

Distance Learning Package (Section C.20)

Offerors shall provide a unit price for the CD ROM interactive courseware training.

Contractor Field Service Representatives (Section C.21)

Offerors shall base their pricing for Field Service Representatives on a 'per man-day' basis, exclusive of travel and subsistence costs.

L.4.3 Presentation of Cost Data. The offeror, as an independent contractor and not as an agent of the Government, shall provide all labor, materials, supplies, services, facilities and equipment necessary to accomplish the requirements within the statement of work. The offeror is required to submit a sufficient level of cost data in support of the proposed amounts for each of the efforts under contract. The level of detail must be sufficient to allow the Government to perform its assessment of the reasonableness and realism of the proposed amounts. All cost elements must include a brief written narrative which describes the purpose of the element and its method of derivation. The narrative shall be suitable for detailed analysis and traceable to its relevant cost within the price schedule. Any efforts performed by a subcontractor shall also be described and supported with the same level of detail as required of the prime contractor. All costs must be in U.S. Dollars only, including amounts for the prime contractor or any of its subcontractors. Additionally, all costs must be provided in then-year dollars for each of the performance (production) periods.

L.4.3.1 Offerors shall submit cost data in support of the following elements as they apply for each CLIN. Any other cost elements not identified below, which are part of your proposal cost, shall also be explained and supported. Failure to adhere to these instructions may result in the rejection of your proposal.

L.4.3.1.1 Materials (Raw Material/Purchased Parts). Provide a priced Bill of Material (BOM) for each CLIN. The following information shall be included in the BOM: part number (if applicable), nomenclature, vendor name, quantity per unit, unit price, extended price, basis of price (quote, estimate or history) and indicate whether the item is sole source or competitively priced. Narratively address any escalation adjustments, contingencies or negotiation challenges associated with the material costs.

L.4.3.1.2 Labor Hours (Manufacturing and Engineering). Provide a breakdown of the labor hours associated with the manufacturing and engineering (if applicable) efforts involved for each CLIN and CDRL requirement. Identify each labor category and/or classification having its own labor rate and in accordance with your accounting system. Provide a narrative explanation for the basis of the proposed labor hours, including how the impacts from learning may reduce the manufacturing hours across production years.

L.4.3.1.3 Labor Rates. Identify the labor rates for each labor category and/or classification that are applied against the proposed hours for each CLIN and CDRL requirement. Provide a narrative explanation of how the rates were developed. Address any economic adjustments made to the labor rates across program years.

L.4.3.1.4 Indirect Rates. Identify the indirect rates included in developing program year costs for each CLIN and CDRL requirement. Indirect rates include, but are not limited to, Overhead, Fringe Benefits, Material Burden, and General & Administrative Expense. Provide a narrative which explains the basis for the indirect rates. Also provide for those rates contained in your proposal what the actual/booked rates were for the preceding two years (per accounting year) and explain any significant variances between these historical rates and the rates used in your proposal. If your rates are based on a negotiated Forward Pricing Rate Agreement (FPRA), furnish the POC of the Government agency with whom they were negotiated and the date of settlement.

L.4.3.1.5 Other Direct Costs. Identify any other direct costs included in your proposal that are necessary to accomplish the efforts under each CLIN and CDRL requirement. Examples may include, but are not limited to, equipment, tooling, and travel. Provide an explanation of the purpose for these items and the basis of their price.

L.4.3.1.6 Profit. Identify the profit rate included in the prices for each CLIN and CDRL requirement. Provide an explanation for the basis of this rate.

L.4.4 Section B identifies certain CDRL requirements that are not-separately-priced (NSP). For these NSP CDRLs, offerors shall provide, for informational purposes only, the total cost for each CDRL, and indicate which CLIN the CDRL is allocated to.

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*** END OF NARRATIVE L 001 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: The first six (6) pump modules and 42 tankracks for Fort Lewis, WA. The rest of the quantities should be divided by two (2) between Ft. Lee, VA, and Ft. Hood, TX.

[End of Provision]

M-4	52.247-4001 (TACOM)	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	MAR/2002
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For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

UFC:	6000	UFC ITEM NUMBER:	8290
NMFC:	100	NMFC ITEM NUMBER:	18060

[End of Provision]

M-5	52.247-4457 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS	MAR/2002
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We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 1549 Tankracks and 179 Pumping Modules, including any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

SEE M-3 Destination Unknown clause for estimated quantities and tentative destinations.

[End of Provision]

M-6	52.217-5	EVALUATION OF OPTIONS	JUL/1990
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(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

M-7	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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Name of Offeror or Contractor:

(a) We'll award a contract to the offeror that:

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

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

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

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

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

[End of Provision]

M-8 52.216-4006 METHOD OF PRICE EVALUATION OCT/2001
(TACOM)

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

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

[End of Provision]

M-9 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING FEB/1998
(TACOM)

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

M-10 52.246-4039 PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT FEB/1998
(TACOM) QUALITY TESTING

(a) Per the Section E clause, Substituting Commercial Test Results for Required Contract Tests, you may request that we (i) delete all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.

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Name of Offeror or Contractor:

(b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.

(c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.

(d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

[End of Provision]

M-11 52.247-4015 EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) MAR/2002
(TACOM)

(a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.

(b) Where only one basic quantity destination is identified, we will base our evaluation of transportation costs for the option quantity to that destination. Where two or more basic quantity destinations are identified, we will evaluate the option using the same ratio as the basic quantity.

[End of Provision]

ENCLOSURE M

M.1 BASIS OF AWARD

M.1.1 Determination of Responsibility It is DOD policy (FAR Part 9.103) that contracts be placed only with responsible contractors, that is, contractors who satisfactorily perform the necessary tasks and/or delivery of the required item(s) on a timely basis. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3 (b). In addition, the Government may assess the offerors financial capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who is considered unable to satisfy the Governments requirements set forth in the solicitation. The Government reserves the right to conduct a pre-award survey on any or all of the offerors, or their significant subcontractors, to aid the Procuring Contracting Officer (PCO) in the responsibility determination. No award can be made to an offeror who has been determined not to be responsible by the PCO.

M.1.2 General. Proposals submitted in response to this solicitation will be evaluated on a best value basis, utilizing the trade-off process. The government will weigh the merits of the evaluated non-cost areas against the evaluated cost of each offerors proposal. The trade-off process provides the flexibility to select the proposal that offers the best value, which may not always be the lowest cost alternative. The objective of the evaluation is to select a source that provides superior technical capability and low risk at a reasonable and realistic price. The Government will select that offeror whose proposal reflects the best overall value in meeting that objective.

M.1.2.1 The selection of the successful offeror will be made following an assessment of each proposal against the solicitation requirements and the evaluation criteria. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the magnitude of the requirements set forth in the solicitation. Such lack of technical competency or an unrealistic or unreasonable cost situation may be grounds for rejection of the proposal.

M.1.2.2 Proposals containing significant inconsistencies between the proposed technical performance and cost, if unexplained, may be grounds for rejection of the proposal due to an offerors misunderstanding of the work required or their inability to perform in any resultant contract. Offerors are further cautioned that their costs must be fair and reasonable, balanced and consistent with their technical approach. Any offer failing to meet these criteria may be rejected. An unbalanced offer is one where the costs are significantly high or low for one given period versus another period. The offerors price must demonstrate a direct relationship between the effort expended and its cost.

M.1.3 The decision as to which offeror will perform in the best interests of the government will be based on a comprehensive evaluation of the competing proposals. This is a Best Value Acquisition using the trade-off process. As such, the SSA, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price areas of the proposal against the Price area in arriving at their final source selection decision. The trade-off between the non-cost areas against the total evaluated price, could result in an award to someone other than the lowest bidder. However, the closer the evaluations are in the non-cost areas, the more significant does cost become. Notwithstanding the fact that cost is not the most important area in the evaluation, it may become controlling when (1) two or more proposals are otherwise considered equal; (2) an otherwise superior proposal is unaffordable; (3) the advantages of a proposal with a high cost are not considered to be worth paying the price premium; or (4) when an offeror proposes prices that pose an unacceptable level of risk to successful contract performance.

Name of Offeror or Contractor:**M.1.4 Selection of successful Offeror:**

a. The Government intends to award one Indefinite Delivery Indefinite Quantity (IDIQ) contract to the offeror whose proposal offers the best value to the Government. The Government will weigh the merits of the evaluated proposals (other than price) against the evaluated price. The Government will consider the relative advantages and disadvantages of each proposal in its determination of which proposal offers the best value. The Government's program objective for the LMFF is a non-developmental item approach due to current level and/or availability of commercial technology, using readily adaptable commercial components modified to meet LMFF requirements with less risk and to accelerate fielding of a system.

b. Rejection of Offers: The Government may reject any proposal which:

- i. merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration specified in Section L of this solicitation; or
- ii. reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- iii. contains any unexplained significant inconsistency between the proposed effort and Price, due to the offeror's apparent misunderstanding of the work required or its inability to perform any resultant contract;
- iv. fails to meaningfully respond to requirements of Section L, Proposal Submission Information; or
- v. is materially unbalanced as to price. An offeror is materially unbalanced as to price when, in the judgment of the PCO, it cites prices that are significantly less than cost for some work and significantly more than cost for other work.

M.2 Evaluation Process

a. Evaluation. The Government will have a Source Selection Evaluation Board (SSEB) evaluate proposals submitted by offerors. The SSEB will assess the advantages, disadvantages, and relative risks associated with each offeror and proposal, and then assign an appropriate adjectival rating for each area and element evaluated (except in the Price area), and narratively support the rating. The Government reserves the right to reject offers, in accordance with M.1 above, without evaluation.

b. Risk Assessment: The Government will assess the risk of successful or unsuccessful performance of each evaluated proposal. Risk is defined as the probability that the offeror will not provide goods and/or services in accordance with the terms and conditions of the contract.

c. It is important to note the distinction between proposal risks and performance risks. Proposal risks are those risks associated with an offeror's proposed approach in meeting the Government requirements. Proposal risk is assessed by the SSEB and is integrated into the rating of the Technical/Experience and Price Areas. Performance risks are those risks associated with the probability an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance, and is associated with the Past Performance/Small Business Participation Area.

d. Desired Performance Requirements (applicable to the Technical Approach Element of the Technical Area only): The Technical Approach Element of the Technical Area includes assessment of two desired performance characteristics. Should the offeror propose to meet a desired performance characteristic, the risk of successfully accomplishing that level of performance will be evaluated. To receive credit for the desired performance characteristic, the offeror's proposal must demonstrate to the Government that the desired performance characteristic is achievable at no greater than moderate risk. Proposals which are evaluated to have more than moderate risk associated with meeting the proposed desired level, or which are deemed to increase risk associated with meeting other technical requirements to either high or very high risk, will be given no additional credit nor will they be considered advantages to the Government. If the Government evaluation shows that an offeror has demonstrated, in accordance with Section M evaluation criteria, that he can achieve a particular desired performance objective, it will be noted as an advantage in the element and area assessment to which it belongs. Advantages may also result in an increase in the assigned rating for the appropriate element and area. If Government evaluation of the proposal indicates that achievement of the proposed desired characteristic is likely with moderate risk, the specified proposed desired characteristic so evaluated will be included as a requirement of the resulting contract. The Desired Performance Characteristics within the Technical Approach Element of the Technical Area subject to this provision are identified as follows:

Desired Performance Characteristics: (1) Meet 3,000 gallon capacity of the tankcrack
(2) Meet 600 Gallon Per Minute filtered flow rate for Pump Modules

M.3 Evaluation Criteria

M.3.1 Evaluation Areas. The three evaluation areas are:

Technical
Past Performance/Small Business Participation
Price

The Technical Area is most important and is more important than either the Past Performance/Small Business Participation Area or the

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Price Area. The Past Performance/Small Business Participation Area is slightly more important than the Price Area. Additionally, as required to be defined by FAR 15.304(e), the non-price areas, when combined, are significantly more important than the Area of Price.

M.3.2 Evaluation Areas/Elements

The Technical Area consists of 2 Elements, Technical Approach and Experience. Within the Technical Area, Element 1, Technical Approach is significantly more important than Element 2, Experience.

M.3.2.1 Element 1 Technical Approach

(a) Tank Capacity and Weight.

The Government will assess the proposal risk probability that the offeror will meet the tank capacity and weight requirements of Purchase Description (PD) ATPD 2336 paragraphs 3.5.6.1.1 Capacity and 3.5.4 Weight. Additionally, the Government will assess the risk of achievement of meeting the desired capability of a 3,000-gallon capacity tank-rack.

(b) Control Panel.

The proposed control panel will be evaluated for risk in the application of the proposed technology and its accuracy, resolution and repeatability in measuring the level and volume of the tankracks positioned on a slope of up to 5 degrees in any direction. Offerors proposed control panel will also be evaluated for reliability and robustness and user interface and clarity.

(c) Pump Filtration Module.

The proposed Pump Filtration Module will be evaluated for risk based on the inclusion of all required components, features and interfaces to achieve performance and functionality. Additionally, the justification of estimated performance and the desired capability of meeting 600 Gallons per minute filtered flow rate will be evaluated for risk using the data descriptions provided and the total weight of the pump filtration module as described.

M.3.2.2 Element 2 - Experience

The Technical Experience Element will assess the proposal risk probability that the prime offeror and any proposed subcontractors will, based upon the depth and breadth of experience and in light of the proposed performance approach, successfully perform in accordance with the RFPs Statement of Work and Purchase Description.

This assessment will specifically include an evaluation of the probability that the offeror, based on his and his subcontractors experience, background and knowledge, will be able to successfully meet the performance requirements of the RFP.

The following 3 paragraphs focus on characteristics of the LMFF which are relevant to the system being procured and are valued as approximately equal under the experience element.

M.3.2.2.1 Tank and Tank-rack module Experience. The Government will assess the proposal risk probability that the offeror will be able to design and produce a tank rack module which meets the requirements of the Purchase Description (PD) ATPD 2336 Paragraph 3.5.6.1, based upon the offerors detailed description of its experience with similar tanks designed and produced to contain bulk petroleum products which meet Department of Transportation (DOT), OSHA and EPA or equivalent international requirements and standards for the transport of hazardous petroleum products.

M.3.2.2.2 Pump Module Experience. The Government will assess the proposal risk probability that the offeror will be able to design and produce a pump filtration module which meets the requirements of the Purchase Description (PD) ATPD 2336 Paragraph 3.5.6.2, based upon the offerors detailed description of its experience with similar pump and filtration modules produced to handle the refueling of both ground vehicles and aircraft.

M.3.2.2.3 Integration of Fuel Distribution Systems Experience. The Government will assess the proposal risk probability that the offeror will be able to integrate the components of the LMFF into a system which meets the requirements of the RFP based upon the offerors detailed description of its and its subcontractors experience in designing and producing a similar fuel distribution system.

A superior proposal would generally reflect significant experience in all three of the elements described above.

To the extent that an offeror and its significant subcontractors have limited or no experience regarding the three elements above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, the key personnel may be considered in the Governments evaluation. Key Personnel experience may be considered to the extent that the experience is recent (within 3 years of issuance of this solicitation) and relevant (in terms of its similarity to the current procurement), and is a meaningful and credible predictor of the proposal risk probability that the offeror and its significant subcontractors will be successful in performing the scope of work requirements of the RFP.

M.3.2.3 Past Performance/Small Business Participation Area

Name of Offeror or Contractor:

This area is comprised of two elements. Element 1 is significantly more important than Element 2.

M.3.2.3.1 Element 1. Past Performance: The government will assess each offerors risk that they will not be able to meet the contract delivery schedule and meet contract requirements based on an assessment of their recent and relevant previous performance. Only relevant performance on projects and programs which have taken place in the last three years will be considered. If an offeror does not have recent and relevant performance history, we will assign a risk rating of unknown risk which is neither favorable nor unfavorable.

In evaluating each offerors performance history, the government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate general trends in past performance, including demonstrated corrective actions. The governments evaluation of each offerors past performance will be assessed in terms of the offerors performance risk as well as that of each proposed significant subcontractors. Performance risk will be assessed on the following:

- compliance with contractual terms and conditions;
- adherence to schedules and mission requirements;
- demonstration of the ability to overcome program, technical, or schedule difficulties;
- responsiveness to technical direction;
- ability to solve business management problems without extensive guidance from the procuring activity;
- responsiveness and reasonableness with regard to negotiating changes and modifications;
- adequacy of labor force in terms of qualifications to perform the work required;
- willingness and ability to integrate as a team with the government and/or other contractors;
- ability to retain a stable work force for the term of the contract;
- exercise of proper management control over personnel;
- exercise of proper management control over the subcontractor(s);
- adequate work control procedures in place;
- adequate estimating system (accuracy of proposals, consistency and quality of estimates);
- development and use of key personnel.

M.3.2.3.2 Element 2. Small Business Participation:

(a) The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

(b) The evaluation will include the following:

- (1) the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern);
- (2) the complexity of the items/services to be furnished by U.S. small business concerns;
- (3) an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and
- (c) Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Government's goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

M.4 PRICE AREA

M.4.1 Price Area Evaluation Criteria. An assessment will be made of each offeror's proposal to determine the realism and reasonableness of the proposed prices to accomplish the solicitation requirements and objectives. Realism measures "does the proposal price accurately reflect the offeror's technical approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the offeror". Reasonableness exists when you are offered a price that does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not realistic, or not reasonable, as to price.

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M.4.1.1 In conjunction with an assessment of realism and reasonableness, the evaluation team will calculate a "Total Evaluated Price" that will be considered in the trade-off process. The Total Evaluated Price shall consist of the sum of:

a. The proposed unit prices for the tank rack and pump module for test units and years 1 through 5 production (*to include the amount for short term packaging for all tankracks and pump modules for test units and years 1 through 5 production units except for one of each type for each year, which will be evaluated to include the amount for long term packaging) CLINs, extended by the estimated quantities in Section B of the solicitation, and

b. The proposed prices for all other CLINs (besides tank racks and pump modules), based on the maximum quantities (where applicable) that the Government can order, and

c. Government-assessed transportation costs for the tank rack and pump module CLINs. For the purposes of this transportation cost assessment, the Government shall assume that the first 6 pump modules and the first 42 tank racks shall be shipped to Ft. Lewis, WA, and that all remaining shipments shall be divided equally between Ft. Lee, VA and Ft. Hood, TX.

*Clarification	Ordering Year	Tank-racks (short term/long term pkg.)	Pump Modules (short term/long term pkg.)
	1(test units)	16/1	4/1
	1	13/1	1/1
	2	41/1	5/1
	3	305/1	33/1
	4	377/1	43/1
	5	791/1	87/1

*** END OF NARRATIVE M 001 ***

This exhibit is available within Section J of this document.

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