

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1 of 116
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W56HZV-04-R-0131	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM WARREN AMSTA-AQ-ADBA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

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

<b>10. For Information Call:</b>	<b>Name</b> LAURA ARTZ <b>E-mail address:</b> ARTZL@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586)574-7482
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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

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

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

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



**Name of Offeror or Contractor:**

## Executive Summary

1. The following information provides an overview of the U.S. Army Tank-automotive and Armaments Command's solicitation for the award of a contract for three types of 350 GPM pumping assemblies, portable, bulk transfer using military performance specification ATPD 2341 dated xxx. It is the Government's intention to award up to two five year Indefinite Delivery/Indefinite Quantity (ID/IQ) contract(s).

2. All three pumps require a First Article Test. There is a provision for an offeror to request that the Government waive this requirement. The Government requires Department of the Army Technical Manuals (DATMs) for each of the the pumps.

3. In addition offerors are invited to propose a unit price for shipping the pumps FOB Point Origin and a unit price for shipping the pumps FOB Point Destination. The Government will evaluate the two prices in accordance with FAR 52.247-45.

4. Offerors should carefully review the requirements of this solicitation and pay particular attention to section L entitled "Instructions, Conditions and Notices to Offerors". This section instructs the offeror how to present proposals and sets forth the evaluation and award criteria.

## 5. OFFERORS PLEASE NOTE:

For CLINS 0011 through 0017 Unregulated Fuel Pump

Minimum 5 Year Quantity: 1 EACH (This will be ordered at the time of the basic contract award).

Evaluated 5 year Quantity: 300 EACH

Maximum 5 Year Quantity: 675 EACH

For CLINS 0021 Through 0027: Regulated Fuel Pump

Minimum 5 Year Quantity: 4 EACH (This will be ordered at the time of the basic contract award).

Evaluated 5 year Quantity: 240 EACH

Maximum 5 Year Quantity: 540 EACH

For CLINS 0031 Through 0037: Water pump

Minimum 5 Year Quantity: 1 EACH (This will be ordered at the time of the basic contract award).

Evaluated 5 year Quantity: 120 EACH

Maximum 5 Year Quantity: 270 EACH

ONLY THE MINIMUM QUANTITY IS GUARANTEED. At the time this (these) contract(s) are awarded, only the number of pumps required to perform the First Article Testing and validate the Army Technical Manuals and Provisioning for each of the three pumps will be ordered.

A multiplier of 2.25 was used in the to calculate maximum quantities for the ID/IQ solicitation and the option year quantities. The ceiling is 2.25 times the documented average monthly demand. These three pumps are considered "Go to War" items. They have a low average monthly demand /density in peace time, but during conflicts, these are among the first pieces of equipment called upon for deployment. In addition, these pumps will replace pumps purchased as long as 20 years ago which have been sitting unused in inventory. Based on the current world climate, a multiplier of 2.25 was used to maintain Army readiness. The changing world situation may affect ultimate requirements.

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

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>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT).</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 1 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 675 EACH                      ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 2.25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH44L401EH (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	NSN: 4320-01-483-1054 FSCM: 4320 PART NR: M53051-1-1-1 SECURITY CLASS: Unclassified				
0011AA	<p><u>FIRST YEAR ORDERING PERIOD</u></p> <p>NOUN: 350 GPM FUEL PUMP UNREGULATED</p> <p>The unit price inserted above is for one 350 GPM Unregulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland, PA 17070</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING DOCUMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST. 60	EA	\$ _____	\$ _____
0012	NSN: 4320-01-483-1054 FSCM: 4320 PART NR: M53051-1-1-1 SECURITY CLASS: Unclassified				
0012AA	<p><u>SECOND YEAR ORDERING PERIOD</u></p>	EST. 60	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: 350 GPM FUEL PUMP UNREGULATED</p> <p>The unit price inserted above is for one 350 GPM Unregulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland, PA 17070</p> <p>EST. 36      ea      _____</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>EST. 24      ea      _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING DOCUMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _ _ _ _ _</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0013	<p>NSN: 4320-01-483-1054                      FSCM: 4320                      PART NR: M53051-1-1-1                      SECURITY CLASS: Unclassified</p>				
0013AA	<p><u>THIRD YEAR ORDERING PERIOD</u></p> <p>NOUN: 350 GPM FUEL PUMP UNREGULATED</p> <p>The unit price inserted above is for one 350 GPM Unregulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland, PA 17070</p> <p>EST. 36      ea      _____</p>	EST. 60	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB Point Destination Price: Red River Army Depot Texarkana, TX 75507  (End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING DOCUMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B  The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, page 64.  The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Origin	EST. 24	ea	_____	_____
0014	NSN: 4320-01-483-1054 FSCM: 4320 PART NR: M53051-1-1-1 SECURITY CLASS: Unclassified				
0014AA	<u>FOURTH YEAR ORDERING PERIOD</u>  NOUN: 350 GPM FUEL PUMP UNREGULATED  The unit price inserted above is for one 350 GPM Unregulated Fuel Pump delivered FOB Point Origin in accordance with this contract.	EST. 60	EA	\$ _____	\$ _____
	FOB Point Destination Price: New Cumberland Army Depot New Cumberland, PA 17070  FOB Point Destination Price: Red River Army Depot Texarkana, TX 75507  (End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING DOCUMENTS	EST. 36	ea	_____	_____
		EST. 24	ea	_____	_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	LEVEL PRESERVATION: Military LEVEL PACKING: B  The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, page 64.  The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _ _ _ _ _  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Origin  NSN: 4320-01-483-1054 FSCM: 4320 PART NR: M53051-1-1-1 SECURITY CLASS: Unclassified				
0015AA	<u>FIFTH YEAR ORDERING PERIOD</u>  NOUN: 350 GPM FUEL PUMP UNREGULATED  The unit price inserted above is for one 350 GPM Unregulated Fuel Pump delivered FOB Point Origin in accordance with this contract.  FOB Point Destination Price: New Cumberland Army Depot New Cumberland, PA 17070  FOB Point Destination Price: Red River Army Depot Texarkana, TX 75507  (End of narrative C001)	EST. 60	EA	\$ _____	\$ _____
	(End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING DOCUMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B  The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, page 64.  The additional cost for any individual pump ordered during this ordering year that requires	EST. 36	ea	_____	_____
		EST. 24	ea	_____	_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Long term storage preservation and packaging. -- (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Origin  <u>DATA ITEM</u>  SECURITY CLASS: Unclassified  Technical Data as set forth in CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), to support with Items 0011 through 0015, 350 GPM Unregulated Fuel Pumps.  (End of narrative A001)				
A001	<u>MAINTENANCE ANALYSIS</u>  SECURITY CLASS: Unclassified  Maintenance Allocation Chart Scope of work C-4 See scope of work and attachment 0003; DD Form 1423, Data Item A001 for Requirements.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423	1	LO	\$ _____	\$ _____
A002	<u>MAINTENANCE ALLOCATION CHART</u>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Maintenance Allocation Chart Scope of work C-8                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A002 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>				
A003	<p><u>DESIGN CHANGE NOTICE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Design Change Notice Scope of work C-9                      See scope of work and attachment 0003;                      DD Form 1423, Data Item A003 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A004	<p><u>ENGINEERING DATA FOR PROVISIONING (EDFP)</u></p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Engineering Data for Provisioning Requirements                      See scope of Work paragraph C-10 and attachment 0003                      DD Form 1423, Data Item A004 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>				
A005	<p><u>EXPENDABLE/DURABLE ITEMS LIST (EDIL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Expendable and Durable Items List                      See Scope of work C-11 and attachment 0003;                      DD Form 1423, Data Item A005 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A006	<p><u>LONG LEAD TIME ITEMS LIST (LLTI)</u></p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Long Lead Items                      See Scope of Work paragraph C-12 and attachment 0003;                      DD Form 1423, Data Item A006 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>				
A007	<p><u>PROVISIONING PARTS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Provisioning Parts List                      See scope of work paragraph C-13 and attachment 0003;                      DD Form 1423, Data Item A007 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p><u>PROVISIONING AND PRE-PROCUREMENT SCREENING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Provisioning and Pre-Procurement Screening                      Scope of work paragraph C-14 and attachment 0003;                      DD Form 1423, Data Item A008 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A009	<p><u>OPERATOR'S TECHNICAL MANUAL</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Publications Scope of Work Paragraph C-15                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A009 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A010	<p><u>TECHNICAL MANUAL UNIT FIELD MAINTENANCE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Publications Scope of Work Paragraph C-15                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A010 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A011	<p><u>MANUAL REPAIR PARTS &amp; SPECIAL TOOLS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Repair Parts and Special Tools List                      Scope of work paragraph C-16 and attachment 0003;                      DD Form 1423, Data Item A011 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A012	<p><u>TEST MEASUREMENT AND DIAGNOSTIC EQUIPMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Test Measurement and Diagnostic Equipment                      Scope of Work Paragraph C-18 and attachment 0003;                      DD Form 1423, Data Item A012 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A013	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT LIST (STTE)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Special Tools and Test Equipment List                      Scope of Work Paragraph C-19 and attachment 0003;                      DD Form 1423, Data Item A013 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A014	<p><u>BASIC ISSUE ITEMS LIST (BILL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Basic Issue Items List Scope of Work Paragraph C-20                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A014 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A015	<p><u>COMPONENT OF END ITEMS LIST (COEL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Component of End Item List                      Scope of Work Paragraph C-21 and attachment 0003;                      DD Form 1423, Data Item A015 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A016	<p><u>SAFETY ASSESMENT REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Safety Engineering And Health Hazards:                      Scope of Work Paragraph C-24 and attachment 0003;                      DD Form 1423, Data Item A016 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A017	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Engineering Change Proposal                      Scope of Work Paragraph C-26 and attachment 0003;                      DD Form 1423, Data Item A017 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A018	<p><u>SHIPMENT AND STORAGE INSTRUCTIONS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Shipment and Storage Instructions Scope of work C-27                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A018 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
A019	<p><u>NATIONAL MAINTENANCE WORK REQUIREMENT (NMWR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>National Maintenance Work Requirement (NMWR)                      See scope of work C-17 and attachment 0003;                      DD Form 1423, Data Item A020 for Requirements.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A020	<p><u>MINUTES OF MEETINGS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Minutes of Meetings Scope of work C-2f.                      See scope of work and attachment 0003; DD Form 1423,                      Data Item A020 for Requirements.</p> <p>(End of narrative C001)</p> <p>The information presented below applies to                      Item No. 0021 Through 0025:</p> <p>Minimum 5 Year Quantity: 4 Each                      (This will be ordered at the time of the basic contract award.)</p> <p>Maximum 5 Year Quantity: 540 Each</p> <p>THIS BUY IS CROSS REFERENCED TO                      PRON: EH44L402EH                      (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>	1	EA	\$ ** NSP **	\$ ** NSP **
0021	<p>NSN: 4320-01-483-1055                      FSCM: 4320                      PART NR: M53051-1-1-1                      SECURITY CLASS: Unclassified</p>				
0021AA	<p><u>FIRST YEAR ORDERING PERIOD</u></p> <p>NOUN: 350 GPM FUEL PUMP REGULATED</p> <p>The unit price inserted above is for one 350 GPM                      Regulated Fuel Pump delivered FOB Point Origin                      in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland PA 17070</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>(End of narrative C001)</p>	EST. 48	EA	\$ _____	\$ _____
		EST. 29	ea	_____	_____
		EST. 19	ea	_____	_____

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AB	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING DOCUMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, see page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _ _ _ _ _</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>FIRST ARTICLE TEST</u></p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS SOLICITATION.</p> <p>The price inserted above includes ALL costs of the First Article Testing. Included in this Price shall be the design and manufacture of the test units and the cost of refurbishing of the First Article Units that will not be held as manufacturing standards to a like new condition.</p> <p>NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.</p> <p>(End of narrative C001)</p>	1	LO	\$ _____	\$ _____
0022	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>NSN: 4320-01-483-1055                      FSCM: 4320                      PART NR: M53051-1-1-1</p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The unit price inserted above is for one 350 GPM Regulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland PA 17070</p> <p>EST. 29 ea</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>EST. 19 ea</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING DOCUMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, see page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<p>EST. 29</p> <p>EST. 19</p>	<p>ea</p> <p>ea</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
0024	<p>NSN: 4320-01-483-1055                      FSCM: 4320                      PART NR: M53051-1-1-1                      SECURITY CLASS: Unclassified</p>				
0024AA	<p><u>FOURTH YEAR ORDERING PERIOD</u></p> <p>NOUN: 350 GPM FUEL PUMP REGULATED</p> <p>The unit price inserted above is for one 350 GPM Regulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland PA 17070</p> <p>EST. 29 ea</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>EST. 19 ea</p>	<p>EST. 48</p> <p>EST. 29</p> <p>EST. 19</p>	<p>EA</p> <p>ea</p> <p>ea</p>	<p>\$ _____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>_____</p> <p>_____</p>



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	<p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, see page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging. _ _ _ _ _</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), in accordance with Items 0021 through 0025, 350 GPM Regulated Fuel Pumps.</p> <p>(End of narrative A001)</p>				
B001	<p><u>MAINTENANCE ANALYSIS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Maintenance Analysis                      See Scope of work paragraph C-4 and attachment 0003; DD Form 1423, Data Item B001 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B002	<p><u>MAINTENANCE ALLOCATION CHART</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Maintenance Allocation Chart Scope of Work C-8                      See Scope of work and attachment 0003; DD Form 1423,                      Data Item B002 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B003	<p><u>DESIGN CHANGE NOTICE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Design Change Notice                      Scope of Work paragraph C-9 attachment 0003;                      DD Form 1423, Data Item B003 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B004	<p><u>ENGINEERING DATA FOR PROVISIONING (EDFP)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Engineering Data for Provisioning Requirements                      Scope of Work paragraph C-10 and attachment 0003;                      DD Form 1423 Data Item B004 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B005	<p><u>EXPENDABLE/DURABLE ITEMS LIST (EDIL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Expendable and Durable Items List                      Scope of work C-11 and attachment 0003;                      DD Form 1423, Data Item B005 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

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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
B006	<p><u>LONG LEAD TIME ITEMS LIST (LLTI)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Long Lead Items                      Scope of Work paragraph C-12 and attachment 0003;                      DD Form 1423, Data Item B006 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B007	<p><u>PROVISIONING PARTS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Provisioning Parts List                      scope of work paragraph C-13 and attachment 0003;                      DD Form 1423, Data Item B007 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B008	<p><u>PROVISIONING AND PRE-PROCUREMENT SCREENING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Provisioning and Pre-Procurement Screening                      Scope of work paragraph C-14 and attachment 0003;                      DD Form 1423, Data Item B008 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B009	<p><u>OPERATOR'S TECHNICAL MANUAL</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Publications Scope of Work Paragraph C-15                      See Scope of work and attachment 0003; DD Form 1423,                      Data Item B009 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B010	<p><u>TECHNICAL MANUAL UNIT FIELD MAINTENANCE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Manual Unit Field Maintenance                      Scope of work paragraph C-15 and attachment 0003;                      DD Form 1423, Data Item B010 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B011	<p><u>MANUAL REPAIR PARTS &amp; SPECIAL TOOLS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Repair Parts and Special Tools List Technical Manual                      Scope of work paragraph C-16 and attachment 0003;                      DD Form 1423, Data Item B011 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B012	<p>(Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>TEST MEASUREMENT AND DIAGNOGSTIC EQUIPMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Test Measurement and Diagnostic Equipment                      Scope of Work Paragraph C-18 and attachment 0003;                      DD Form 1423, Data Item B012 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B013	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT LIST (STE)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Special Tools and Test Equipment List                      Scope of Work Paragraph C-19 and attachment 0003;                      DD Form 1423, Data Item B013 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B014	<p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>BASIC ISSUE ITEMS LIST (BILL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Basic Issue Items List Scope of Work Paragraph C-20                      See Scope of work and attachment 0003; DD Form 1423,                      Data Item B014 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B015	<p><u>COMPONENT OF END ITEMS LIST (COEL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Component of End Item List                      Scope of Work Paragraph C-21 and attachment 0003;                      DD Form 1423, Data Item B015 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B016	<p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>SAFETY ASSESMENT REPORT (SAR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Safety Assesment Repoert (SAR)                      Scope of Work Paragraph C-24 and attachment 0003;                      DD Form 1423, Data Item B016 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B017	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Engineering Change Proposal                      Scope of Work Paragraph C-26 and attachment 0003;                      DD Form 1423, Data Item B017 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B018	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>SHIPMENT AND STORAGE INSTRUCTIONS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Shipment and Storage Instructions                      Scope of Work Paragraph C-27 and attachment 0003;                      DD Form 1423, Data Item B018 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
B019	<p><u>NATIONAL MAINTENANCE WORK REQUIREMENT (NMWR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>National Maintenance Work Requirement (NMWR)                      See Scope of work paragraph C-17 and attachment 0003;                      DD Form 1423, Data Item B020 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B020	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>First Article Test Report                      See scope of Work Paragraph C-25 and attachment 0003                      DD Form 1423, Data Item B020 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p>The information presented below applies to                      Item No. 0031 Through 0035:</p> <p>Minimum 5 Year Quantity: 1 Each                      (This will be ordered at the time of the basic contract award.)</p> <p>Maximum 5 Year Quantity: 270 Each</p> <p>THIS BUY IS CROSS REFERENCED TO                      PRON: EH44L403EH                      (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>	1	LO	\$ _____	\$ _____
0031	<p>NSN: 4320-01-482-9794                      FSCM: 4320                      PART NR: M53051-1-1-1</p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The unit price inserted above is for one 350 GPM Regulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland PA 17070</p> <p>EST. 14 ea</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>EST. 10 ea</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING DOCUMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>The unit prices quoted above include all preservation and packaging for short term shipment and storage in accordance with the definitions set forth in Section D, see page 64.</p> <p>The additional cost for any individual pump ordered during this ordering year that requires Long term storage preservation and packaging.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<p>EST. 14</p> <p>EST. 10</p>	<p>ea</p> <p>ea</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
0033	<p>NSN: 4320-01-482-9794                      FSCM: 4320                      PART NR: M53051-1-1-1                      SECURITY CLASS: Unclassified</p>				
0033AA	<p><u>THIRD YEAR ORDERING PERIOD</u></p> <p>NOUN: 350GPM WATER PUMP CENTRIFUGAL</p> <p>The unit price inserted above is for one 350 GPM Regulated Fuel Pump delivered FOB Point Origin in accordance with this contract.</p> <p>FOB Point Destination Price:                      New Cumberland Army Depot New Cumberland PA 17070</p> <p>EST. 14 ea</p> <p>FOB Point Destination Price:                      Red River Army Depot Texarkana, TX 75507</p> <p>EST. 10 ea</p>	<p>EST. 24</p> <p>EST. 14</p> <p>EST. 10</p>	<p>EA</p> <p>ea</p> <p>ea</p>	<p>\$ _____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>_____</p> <p>_____</p>





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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
0036	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), in accordance with Items 0031 through 0035, 350 GPM Water Pumps.</p> <p>(End of narrative A001)</p>				
C001	<p><u>MAINTENANCE ANALYSIS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Maintenance Analysis                      See Scope of work C-4 and attachment 0003;                      DD Form 1423, Data Item C001 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C002	<p><u>MAINTENANCE ALLOCATION CHART</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Maintenance Allocation Chart</p>	1	LO	\$ _____	\$ _____

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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
	See Scope of work C-8 and attachment 0003; DD Form 1423, Data Item C002 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003)      SEE NARRATIVE ON DD 1423				
C003	<u>DESIGN CHANGE NOTICE</u>  SECURITY CLASS: Unclassified  Design Change Notice See Scope of work C-9 and attachment 0003; DD Form 1423, Data Item C003 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003)      SEE NARRATIVE ON DD 1423	1	LO	\$ _____	\$ _____
C004	<u>ENGINEERING DATA FOR PROVISIONING (EDFP)</u>  SECURITY CLASS: Unclassified	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Engineering Data for Provisioning Requirements                      Scope of Work paragraph C-10 and attachment 0003;                      DD Form 1423, Data Item C004 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>				
C005	<p><u>EXPENDABLE/DURABLE ITEMS LIST (EDIL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Expendable and Durable Items List                      See Scope of work C-11 and attachment 0003;                      DD Form 1423, Data Item C005 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C006	<p><u>LONG LEAD TIME ITEMS LIST (LLTI)</u></p> <p>SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Long Lead Items Scope of Work paragraph C-12 and attachment 0003; DD Form 1423, Data Item C006 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
C007	<u>PROVISIONING PARTS LIST</u>  SECURITY CLASS: Unclassified  Provisioning Parts List Scope of work paragraph C-13 and attachment 0003; DD Form 1423, Data Item C007 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423	1	LO	\$ _____	\$ _____
C008	<u>PROVISIONING AND PRE-PROCUREMENT SCREENING</u>  SECURITY CLASS: Unclassified	1	LO	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Provisioning and Pre-Procurement Screening Scope of work paragraph C-14 and attachment 0003; DD Form 1423, Data Item C008 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003)      SEE NARRATIVE ON DD 1423				
C009	<u>OPERATOR'S TECHNICAL MANUAL</u>  SECURITY CLASS: Unclassified  Technical Manual Operators Scope of Work Paragraph C-15 and attachment 0003; DD Form 1423, Data Item C009 for requirements  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003)      SEE NARRATIVE ON DD 1423	1	LO	\$ _____	\$ _____
C010	<u>TECHNICAL MANUAL UNIT FIELD MAINTENANCE</u>	1	LO	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Technical Manual Unit Field Maintenance scope of work paragraph C-15 and attachment 0003; DD Form 1423, Data Item C010 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>				
C011	<p><u>MANUAL REPAIR PARTS &amp; SPECIAL TOOLS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Repair Parts and Special Tools List Manual scope of work paragraph C-16 and attachment 0003; DD Form 1423, Data Item C011 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C012	<p><u>TEST MEASUREMENT AND DIAGNOSTIC EQUIPMENT</u></p>	1	LO	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Test Measurement and Diagnostic Equipment                      Scope of Work Paragraph C-18 and attachment 0003;                      DD Form 1423, Data Item C012 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>				
C013	<p><u>SPECIAL TOOL AND TEST EQUIPMENT LIST (STTE)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Special Tools and Test Equipment List                      Scope of Work Paragraph C-19 and attachment 0003;                      DD Form 1423, Data Item C013 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C014	<p><u>BASIC ISSUE ITEMS LIST (BILL)</u></p>	1	LO	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Basic Issue Items List                      Scope of Work Paragraph C-20 and attachment 0003;                      DD Form 1423, Data Item C014 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>				
C015	<p><u>COMPONENT OF END ITEMS LIST (COEL)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Component of End Item List                      Scope of Work Paragraph C-21 and attachment 0003;                      DD Form 1423, Data Item C015 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003)      SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C016	<p><u>SAFETY ASSESMENT REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Safety Assesment Report                      Scope of Work Paragraph C-24 and attachment 0003;                      DD Form 1423, Data Item C016 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C017	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Engineering Change Proposal                      See Scope of work C-26 and attachment 0003;                      DD Form 1423, Data Item C017 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C018	<p><u>SHIPMENT AND STORAGE INSTRUCTIONS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Shipment and Storage Instructions                      See Scope of work paragraph C-27 and attachment 0003;                      DD Form 1423, Data Item C018 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____
C019	<p><u>NATIONAL MAINTENANCE WORK REQUIREMENT (NMWR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>National Maintenance Work Requirement (NMWR)                      See Scope of work C-17 and attachment 0003;                      DD Form 1423, Data Item C020 for requirements</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ _____	\$ _____

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## SECTION C STATEMENT OF WORK (SOW) 8/3/04

C-1. Pumping assemblies shall be in accordance with ATPD 2341 Pumping Assemblies, Wheel-Mounted, Diesel Engine Driven, Bulk Transfer, Fuel and Potable Pumping Service as amended by paragraph c below. The 350 GPM water pumping assembly shall be Type II and Size 1. The unregulated 350 GPM fuel pumping assemblies shall be Type I, Size 1 and Style A. The regulated 350 GPM fuel pumping assemblies shall be Type I, Size 1 and Style B.

a. These pumping assemblies are for use in the transfer and dispensing of liquid products as described in ATPD 2341. The pumping unit assemblies being procured are military unique because they must operate in extreme environmental conditions, under which commercial items may experience catastrophic failure, and they must meet other environmental requirements which are not commonly commercial. The Contractor shall provide all technical, planning and managerial efforts for this procurement to meet the requirements as defined in this contract. The Contractor shall furnish all services, materials and equipment. In addition, the Contractor shall provide all facilities and transportation of test articles.

b. The contractor shall incorporate the same chassis, pump and engine design on all three pumping assemblies delivered on this contract.

c. The following is provided in accordance with paragraph 6.2 Ordering data of ATPD 2341:

1. Issue of DoDISS will be the issue in effect on the date the solicitation issued.
2. NATO inter-vehicle cable and plug assembly is required (see 3.4.3).
3. First Article Inspection is required. (see 3.1, 4.1.1 and 6.3) See Section E.

d. APPLICABLE DOCUMENTS

NOTE: The most recent versions of these documents shall be utilized

## DATA ITEMS

DI-ILSS-81140A	MAINTENANCE ALLOCATION CHART (MAC)
DI-ALSS-81529	BASIC ISSUE ITEMS LIST (BIIL)
DI-ALSS-81529	COMPONENT OF END ITEMS LIST (COEI)
DI-ALSS-81529	TEST MEASUREMENT and DIAGNOSTIC EQUIPMENT (TMDE)
DI-ALSS-81529	PROVISIONING PARTS LIST (PPL)
DI-ALSS-81529	PROVISIONING and PRE-PROCUREMENT SCREENING
DI-ALSS-81529	LONG LEAD TIME ITEMS (LLTI)
DI-ALSS-81529	EXPENDABLE/DURABLE ITEMS LIST (EDIL)
DI-ALSS-81529	ENGINEERING DESIGN FOR PROVISIONING (EDFP)
DI-ALSS-81529	DESIGN CHANGE PROPOSAL (DCN)
DI-ALSS-80686(T)	SPECIAL TOOLS and TEST EQUIPMENT (STTE)
DI-MISC-80711	TECHNICAL MANUAL OPERATOR
DI-MISC-80711	TECHNICAL MANUAL UNIT, FIELD LEVEL
DI-MISC-80711	TECHNICAL MANUAL RPSTL
DI-SAFT-80102B	SAFETY ASSESSMENT REPORT
DI-NDTI-80809B	TEST and INSPECTION REPORT/FAT
DI-CMAN-80639C	ENGINEERING CHANGE PROPOSAL (ECP)

## SPECIFICATIONS/STANDARDS

MIL-PRF-49506  
MIL-STD-40051B CHANGE 1  
MIL-STD-2361A  
MIL-STD-882D  
MIL-PRF-53051B  
MIL-STD-20703

## OTHER GOVERNMENT DOCUMENTS

TB 750-93-1, Change 5  
AR 750-1  
AMC-P-700-25  
MIL-HDBK-1222B  
MIL-HDBK-502

## C-2. Meetings.

a. Start of Work (SOW) Conference: Within thirty (30) days after contract award, a Start of Work Conference shall be held at U.S. Army Tank-automotive and Armaments Command (TACOM) or at the Contractor's facility. The Contractor shall make available contract administration personnel, management, engineers, logistic support personnel as the Government deems

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required.

In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that defines Contractor performance necessary to meet contract delivery requirements as defined in the contract. The Contractor shall provide to the Government an internal list of all functional Contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.

b. A Logistics sub-conference will be part of the start-of-work meeting, and include a Maintenance, Provisioning, and Publication (MPP) Review:

1. Maintenance Planning, to review and discuss operator and maintenance functions, the maintenance concept for the system, and diagnostics requirements. The Contractor shall present detailed outlines of its maintenance strategy to demonstrate in detail that it is prepared to meet contract requirements.
2. Provisioning guidance, to provide guidance to the Contractor for documenting and submitting provisioning data.
3. Publications Meeting, to review and discuss publication requirements
4. Other Integrated Logistics Support (ILS) issues.

c. Contract Status Review Conferences: As part of the overall program management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, on an as needed basis, at least once per year, at TACOM, to review contract status. These reviews shall be for one eight-hour day or as specified. Topics to be discussed shall include, but not be limited to, contract status, testing, production, and deliverables. An agenda will be coordinated with the Contractor at least 15 days prior to each meeting and will be developed jointly by the Contractor and the Government.

d. Maintenance, Provisioning, and Publication Review (MPP)/ Provisioning Conference The conference will be held at the Contractor's facility unless the parties agree to move it a different location.

1. MPP Reviews/Provisioning Conference 60 days after contract award.
2. If needed, follow-on Reviews/Conference every 30 days thereafter, with final cleanup to be determined by the parties.

e. Validation/ Verification Conference at approximately 153 days after date of award as agreed between the parties.

f. The Contractor shall make minutes of the above meetings by and distribute the approved minutes to all parties. Minutes shall be distributed within 10 days after the date of the meetings, in accordance with CDRL A020.

**C-3. Maintenance Concept**

The 350 Pumping Units will be serviced, maintained, repaired and overhauled at the lowest levels possible. This will require the Army's maintenance transformation two level maintenance policy, as outlined below and in accordance with AR 750-1. The Contractor shall conduct a Maintenance Analysis and Supportability Analysis to develop logistics products described in this contract. The Military Documents in the Contract Data Requirement Lists (CDRLS) and Statement of Work (SOW) are on the web address: <http://contracting.tacom.army.mil/acqinfo.htm>. The Contractor will use Military Performance (MIL-PRF) Specification 49506, Logistics Management Information (LMI), well as DI-ALSS-81529 for use in identifying content, format, delivery and related guidance for logistics data, except where otherwise identified in this contract.

**C-4 Maintenance Analysis CDRL A001, B001, C001**

a. The Contractor shall analyze the operational, maintenance and support function of the system in the identification of required operator and maintenance tasks. Maintenance of the 350 GPM Pump will be driven by the two level maintenance concept: Field and Sustainment. This analysis shall be documented in the Contractor's format as an LMI summary entitled "Maintenance Analysis" (See Attachment 6) and shall identify maintenance functions, levels of maintenance, manpower, spare parts and the support equipment required.

NOTE: Maintenance tasks shall be designated to the appropriate Level of Maintenance in accordance with AR 750-1.

1 Field Level Maintenance is comprised of the Unit (Crew, Organizational) and Direct Support functions. Field Maintenance will consist of Preventative Maintenance Checks and Services (PMCS) and very basic troubleshooting. The Field Maintenance consists of Operators/Crew, Organizational and selected Direct Support maintenance capabilities from the previous four level maintenance system where the maintenance functions of inspection, test, service, adjust, align, remove/install, install, replace, and repair are performed.

2 Sustainment Level Maintenance is comprised of General Support and Depot functions. Sustainment Maintenance consists of repairing components, assemblies, modules, and end items in support of the supply system. Sustainment maintenance is characterized as "off system" and "repair rear". The intent of this level is performing commodity-oriented repair on all supported items to one standard that provides a consistent and measurable level of reliability. The Sustainment Level

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Maintenance requires a National Maintenance Work Requirement (NMWR).

b. The analysis shall determine maintenance requirements, including all Preventative Maintenance Checks and Services (PMCS), based on: (1) identification of components which are critical in terms of mission and operating system; (2) components whose functional failure will not be evident to the operator; (3) economical and/or operational consequences of failure; and (4) when scheduled maintenance can prevent failures.

**C-5 Maintenance Planning:**

The Contractor shall conduct Maintenance Planning that determines maintainability characteristics of the 350 GPM Pump. This analysis shall be documented in the Contractor's format as an LMI summary entitled "Maintenance Analysis" (See Attachment 6) and shall identify maintenance functions, level of maintenance, manpower, spare parts and the support equipment required. The analysis will be in End Item hardware top down breakdown, disassembly sequence with attaching hardware being called off first. It will identify Functional Group Codes in accordance with (IAW) TB 750-93-1, with Change 5, dated 27 Jun 1983), for each repairable item. The Technical Bulletin (TB) can be found at web site <http://www.logsa.army/mil>. Contractor should enter the Publications, Electronic Technical Manual (ETM) selection, and request access. The LMI summary shall be delivered in accordance with all applicable CDRLS.

**C-6 Supportability Analysis**

The Contractor shall develop a supportability analysis as part of the overall management and engineering process for the 350 GPM Pump. This analysis shall address the supportability requirements of the 350 GPM Pump in terms of operation and maintenance task requirements and the associated support resources to support it.

**C-7 LEVEL OF REPAIR ANALYSIS (LORA)**

The Contractor shall conduct the Level of Repair Analysis (LORA) for the 350 GPM Pump. This analysis shall determine the maintenance level at which the item should be repaired or replaced, with an evaluation threshold of \$1,000. The Contractor shall include economic and non-economic criteria in this analysis. Non-economic criteria that could impact the level of maintenance decision include, but are not limited to: manpower and personnel implications, support equipment and facilities availability, and the maintenance concept. Results of this analysis shall be documented in the Maintenance Allocation Chart (MAC), CDRL A002, B002, C002, and Technical Manuals, CDRL A009, B009, C009, A010, B010, C010, A011, B011, C011, required elsewhere in this Scope of Work.

The evaluation threshold is not necessarily final. Additionally, factors such as availability of replacements and the affect on operational readiness must also be considered.

**C-8 Maintenance Allocation Chart (MAC): CDRL A002, B002, C002**

a. The Contractor shall submit MAC in accordance with MIL-STD-40051B Change Notice 1 (Preparation of Digital Technical Information for multi-output presentation of Technical Manuals), and the applicable CDRL, A002, B002, C002. The deliveries for the MAC are set forth on the CDRL. The MAC is a living document that forms the basis for provisioning and technical manual development. It is, therefore, subject to changes until First Article Testing is completed. Its final approval will be concurrent with final TM approval for all manuals. Submittal shall consist of CD-ROM, PDF format. The MAC shall identify the repair functions that must be performed, the maintenance levels responsible for the function, the active repair time, tools and test equipment necessary to perform the function for each repairable assembly, subassembly, and component in Functional Group Code sequence.

b. See Attachment 8 for an example of the MAC header, with the Army's two levels of maintenance incorporated.

c. The final MAC will be prepared in accordance with the format specified in MIL-STD-40051B. The MAC shall include all maintenance significant components, assemblies, subassemblies and modules. Parts requiring a test procedure prior to replacement shall also be listed in the MAC.

**C-9 Requirements for Design Change Notice (DCN): CDRL A003, B003, C003**

a. The Contractor shall submit Design Change Notices in accordance with CDRL A003, B003, C003 and (DD Form 1423) and DI-ALSS-81529. DCN's shall be documenting any configuration changes after First Article Test (FAT) which has been approved by the appropriate Government authority. DCN's shall be submitted with EDFP and will be incorporated in the Final PPL. DCN's shall be incorporated into Technical Manuals, provided approval verification is received from the Government. DCN data shall be provided to the Government on the required medium by completion of data blocks as shown by the LMI Data Requirements Form (DRF), in Attachment 4, to this Scope Of Work.

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b. DCN's shall be supplied for changes to equipment or parts supplied by the Contractor during this contract. Changes effected will include the part number of a part or assembly listed in the Provisioning Technical Documentation (PTD), any change affecting the listing of piece parts for a repairable assembly, in addition to any change affecting Technical Manuals. PPL changes documented in the PTD should be developed in accordance with following information.

c. DCN's are not required for changes which have no impact on provisioning documentation e.g., changes to the finish, tolerances, etc., if they do not require a change to the part number.

d. The Contractor shall prepare Provisioning Technical Documentation (PTD) as specified and in accordance with applicable columns checked on Attachment 4, Worksheet 2. Efforts to be performed may be divided into the following general areas:

- Revise PPL as necessary by updating existing data elements to include any changes and/or additions.
- Prepare changes to the PPL caused by Design Change Notices (DCN), or addition of a new model Use on Code (UOC).
- Prepare Engineering Data for Provisioning (EDFP)
- Prepare DCN

e. The PTD shall be prepared in accordance with applicable CDRLS A007, B007, C007 and applicable data checked on the Worksheet 2 of Attachment 4. The blocks checked on Data Requirement Form (DRF) are the minimum requirements for Provisioning Technical Documentation (PTD), which shall appear on the 036 Report/PPL. If the Contractor uses the Provisioning Requirements data tables to prepare reports for internal purposes, or for other users, it is permissible that the use additional data blocks. These additional data blocks will not have to be removed from the 036 Report/PPL. The Contractor is also permitted to use the data tables to document items other than those that appear on the 036 Report/PPL. These items shall not appear on the 036 Report/PPL.

**C-10 Engineering Data for Provisioning (EDFP) Requirements: CDRL A004, B004, C004**

a. The Contractor shall submit Engineering Data for Provisioning in accordance with CDRL A004 B004, C004 (DI-ALSS-81529) for all items which do not have National Stock Numbers (NSNs) assigned. Engineering Data for Provisioning (EDFP) is technical data used to describe parts/equipment. EDFP consists of data such as specifications, standards, drawings, photographs, sketches, descriptions, necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, and diagrams containing wiring and cabling. These are necessary to indicate the physical characteristics, location and/or function of the item. The EDFP shall be formatted and delivered in accordance with DID-ALSS-81529, as referenced below. The EDFP shall provide item identification/descriptions necessary to support the Provisioning Parts List (PPL).

b. The EDFP furnished by the Contractor shall be written in the English language, or have English language translation. Sequencing of EDFP will be by PLISN and Part Number. Each EDFP will be annotated with PLISN, CAGE, P/N, PCCN, PCC.

c. The Contractor shall furnish EDFP in the following order of precedence:

1. Government or industry recognized specification or standards.
2. Engineering Drawings.
3. Commercial Catalogs or catalog descriptions.
4. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical or other

descriptive characteristics can only be used with Government approval.

NOTE: All new or revised drawings and associated lists or parts and assemblies shall be prepared and submitted as a PDF file.

**C-11 Expendable and Durable Items List (EDIL): CDRL A005, B005, C005**

a. This list defines the expendable/durable supplies and materials required for operating and maintaining the End Item.

b. The minimum requirements for each submittal are the following: Item Number, Level (identify the lowest level of maintenance that requires the item), National Stock Number, Description, CAGE, Part Number and Unit of Issue. Final submittal of the Expendable and Durable Items List shall be in the format as depicted in MIL-STD-40051B and included in the applicable section of the final submission of the DA TM's.

**C-12 Long Lead Time Items (LLTI): CDRL A006, B006, C006**

a. The Contractor shall provide a Long Lead Time Item List (LLTIL), containing items, that because of their complexity of design, complicated manufacturing processes or limited production capacities, may cause extended production or procurement cycles beyond three months, resulting in untimely and inadequate delivery, if not ordered in advance of normal provisioning.

b. Items identified on the LLTI shall contain the following: Item name, level of maintenance, National Stock Number (if

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applicable), descriptions, CAGE part number, quantity required, unit price, PLISN and production lead-time.

c. The LLTI list will be reviewed and approved.

C-13 Provisioning Parts List Development: CDRL A007, B007, C007

It is the not intent of the Government to prescribe the Automatic Data Process (ADP) software that must be used for processing. Using cost effective ADP systems is encouraged.

a. Input media requirements for provisioning data: TACOM uses the Army Materiel Command (AMC) developed Commodity Command Standard System (CCSS) applications (program). All digital files are to be delivered on an ISO 9960 CD-ROM that meets the following criteria:

1. American Standard Code for Information Interchange (ASCII)
2. No Header Data
3. 80 columns in width
4. Carriage return code for line end

b. Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC) will both be furnished by the Government at the time of the Start of Work Meeting, for input by the Contractor.

c. Provisioning Program: The Contractor shall develop provisioning data for the 350 GPM Petroleum and Water Pumping Units in accordance with MIL-PRF-49506, guidelines of MIL HDBK-502, and LMI data worksheet in accordance with Attachment 4, Logistic Management Information (LMI) requirements.

1. The provisioning data shall contain all data required to support the Pumping Units:
  - (a) The assemblies, subassemblies, spare parts and modules;
  - (b) Special Tools and Test Equipment (SSTE) in CDRL A013, B013 and C013;
  - (c) Basic Issue Items (BII) in CDRL A014, B014, and C014;
  - (d) Components and End Item (COEI) in CDRL A015, B015, and C015,

2. Provisioning submittal shall not exceed 1500 lines of data. Provisioning Screening results will be Contractor developed per CDRL A008, B008, and C008 and will be available at each Provisioning Conference to support the level of provisioning submittal under review. All submissions of LMI/PPL data must be compatible with the Government Commodity Command Standard System (CCSS) Provisioning on Line (POL) system. The data shall be capable of being loaded into the Provisioning Master Record (PMR) without any modification to data. No errors are allowed. All Submissions will be labeled: Initial, Revised or Final submissions.

d. The Government will review all submissions within 21 days of receipt and provide written comments to the Contractor, detailing any deficiencies found. The Contractor, in-turn, will have 21 days to correct and resubmit. The Contractor will provide to the Government the PPL in LSA 036 format, (possibly 1552 upon Government approval) hard copy medium. Contractor will provide to TACOM a Sample Data (5% of submittal) not later than 30 days prior to attending Provisioning Conferences.

e. Provisioning Conference:

A formal provisioning conference will be held not later than 60 days after the date of contract award at the Contractor's facility. The Contractor will provide the following as necessary to support the provisioning conference effort:

1. Hard copy of the PPL in a format acceptable to TACOM CCSS database (1552 or LSA 036 format).
2. Each line (PLISN) on the PPL will have an accompanying EDFP or other supporting documentation
3. Facilities and office space including copying and data processing access.
4. End Item availability as necessary

f. Provisioning Parts List (PPL): CDRL A007, B007, C007

1. The PPL shall be used to determine the range and quantity of support items required for maintenance and repair of the End Item. This includes all repairable Commercial Off-The Shelf (COTS) items, unless excluded by the Government. The PPL shall contain all tools, test equipment, repair kits and repair parts sets required to maintain the End Item, component or assembly equipment, unless excluded by the provisioning requirements. The PPL shall be formatted and delivered in accordance with DI-ALSS-81529, Logistics Management Information (LMI) Data Products, Attachment 4 (PPL) and CDRL A007, B007, C007.

2. The Contractor shall ensure the submitted LMI Data Products are compatible with the Army Commodity Command Standard System (CCSS) Provisioning On Line System (POLS), ADMS-18-JBE-ZZ-UM-06 (User Manual). The data shall be capable of being loaded into Government Provisioning Master Record (PMR) file without modification of the data. The Contractor shall ensure that only those items that are repair parts or parts of the End Item's Top Down generation breakdown will be loaded into the PMR. All others will be rejected.

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C-14 Provisioning and Pre-Procurement Screening: CDRL A008, B008, C008

a. After the Government approves each drawing as being suitable for NSN assignment, the drawings shall be submitted on Compact Disk-Read Only Memory (CD-ROM) in PDF format File, or some other software product format, that the Government agrees to for each Provisioning Parts List Submittal. This will reduce the amount of space required to store the TDP and reduce the number of copies to a single electronic copy.

b. The Contractor shall conduct Pre-Procurement Screening (PPS) for all items to be provisioned. Drawings are not required for items accompanied by a copy of pre-procurement screening, indicating an item has previously been assigned a valid National Stock Number (NSN). Provisioning and Other Pre-Procurement Screening Data is used to identify existing NSN's for an item, validate currency of an NSN, and aid in maximum use of known assets. The PPS shall be formatted and delivered in accordance with DI-ALSS-81529, Logistics Management Information (LMI), Data Products (PPS) and CDRL A008, B008 and C008. PPS will be made available to Government representatives at each provisioning conference, and will be upgraded along with the PPL.

**C-15 TECHNICAL PUBLICATIONS**

Technical Publications Manuals CDRL'S A009, A010, A011, A019, B009, B010, B011, B019, C009, C010, C011 and C019 and in accordance with MIL-STD-40051B.

One manual is required to encompass all pumps: the 350 GPM water pumping assembly Type II Size 1, the unregulated 350 GPM fuel pumping assembly Type I, Size 1, style A, and the regulated 350 GPM fuel pumping assembly Type I, Size 1, Style B.

a. The following are the manuals that the Contractor will deliver: Operation, Maintenance, Repair Part and Special Tool List Manuals:

TM 10-4320-XXX-14	Operator's Manual
TM 10-4320-XXX-23	Unit, Field Maintenance Manual
TM 10-4320-XXX-23P	Unit, Field Maintenance Manual
NMWR 10-4320-XXX	National Maintenance Work Requirement

NOTE: Manuals may be divided into Volumes if the page count for one manual exceeds 1500 pages (750 sheets).

b. Prepare TM's in accordance with MIL-STD-40051B, Department of Defense Standard Practice, Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals. CDRLs A009, B009, C009, A010, B010, C010, A011, B011, and C011 (web site: [www.logsa.army.mil/mil40051/menu.htm](http://www.logsa.army.mil/mil40051/menu.htm)). These manuals shall cover all components of each Pumping Assembly.

c. For guidance only, use MIL-HDBK-1222B, Department of Defense Handbook, Guide to the General Style and Format of US Army Work Package Technical Manuals and MIL-STD-2361A, DoD Interface Standard Digital Publications development. (<http://www.logsa.army.mil/mil40051.menu.htm>)

d. The Contractor shall notify the PCO in writing of any changes to the PPL that affects the Technical Manuals in any way.

e. Contractor shall prepare and deliver a separate Electronic Technical Manual (ETM) of each TM publication described above in Acrobat PDF (portable document files) format files. These files shall contain bookmarks. Bookmarks shall be established for the table of contents page, the first page of alphabetical indexing, the first page of each work package, and the first page of each chapter, the first page of each section and for each reference within the same manual (file).

f. Contractor shall furnish unrestricted copyright releases for all commercial manuals and supplemental data. The Contractor shall ensure that the Government has the right to use, copy, and distribute the manuals, ETMs, and electronic data files delivered under this contract both electronically and in hard copy. The Contractor shall correct all errors found in the manuals and ETMs resulting from Contractor and Government reviews, test or validation/verification at no additional cost to the Government.

g. The Government requires the following instructions be included in Technical Manuals: Inspect, Test, Service, Adjust, Align, Calibrate, Remove/Install, Replace, and Repair, which includes Fault Isolation/Troubleshooting, Removal/Installation, Disassembly/Assembly procedures, and Maintenance Actions to identify problems and restore serviceability to an item on all components and parts.

h. When notified that the manuals are finally approved: The following shall be delivered, postage prepaid, to: TACOM, AMSTA-LC-CJA, Mail Stop: 409. Warren, MI 48397-5000 SEE CDRL: A009, B009, C009, A010, B010, C010, A011, B011, and C011.

1. Two paper Camera-Ready (600 DPI laser print or equivalent) copies of each publication submission
2. Two CDs containing Word processing files of each publication (Final submission only) in MS Word or equivalent

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format.

3. Two CDs with Acrobat. PDF intelligent files complete with links and bookmarks (Final submission only) of approved camera-ready copies of each publication.

4. One electronic copy of assembly/running sheets in MS Word format (Final submission only).

i. ILLUSTRATIONS. The Contractor shall prepare a separate figure for each breakdown of a repairable assembly. If an assembly is used more than once in a RPSTL, the Table of Contents shall refer to the first appearance of the illustration with the following statement, "SEE GROUP XX FOR PARTS BREAKDOWN." Illustrations shall be line art only. Existing illustrations, Government owned, or Commercial Illustrations, shall be used if they meet the requirements of TACOM "Detailed Requirements for Preparation of Technical Manuals," including Repair Parts and Special Tools Lists and this Scope of Work paragraph; otherwise the Contractor shall prepare new Illustrations. If an existing Illustration requires more than 25% additions and/or deletions of call outs, the call outs of that Illustration shall be completely re-sequenced. Reference designated equipment, all electronic equipment, and components to include cable assemblies, will be identified by the applicable reference designator on the Illustration of that particular functional group. The acquiring activity will provide further guidance on reference designations at the time of the provisioning guidance conference and subsequent in process reviews if required. Special tools shall be assigned a functional group 10 numbers higher from the last group listed in the MAC.

C-16 DA RPSTL Attachment 7 (RPSTL Requirements) CDRL: A011, B011, C011.

a. The Contractor shall prepare front matter, an introduction and illustrations for each RPSTL ordered on DD1423, for DI-MISC-80711. If hard copy is specified on the CDRL's, the Contractor shall also prepare tabular lists and cross reference indexes for that RPSTL. RPSTL's may be separate Technical Manuals or appendices to narrative Technical Manuals.

b. APPROVED EQUIPMENT CHANGES. The Contractor shall incorporate into each RPSTL, coverage for all Government approved changes/2028s, made to the equipment, up to delivery of the final equipment under this contract.

c. Information based on Engineering Change Proposals or equivalents approved for the convenience of the Contractor shall be incorporated into RPSTLs by the Contractor at no additional cost to the Government.

d. OTHER GOVERNMENT FURNISHED SOURCE DATA. The Contractor shall incorporate the source data required below into each RPSTL; the Government RPSTL acceptance activity will furnish the source data required below to the Contractor within 30 days after the Provisioning Guidance Conference.

SOURCE DATA	REQUIRED	NOT REQUIRED
Publication ID numbers.	<u>  X  </u>	<u>      </u>
Super session notice.	<u>      </u>	<u>  X  </u>
Tabular listings.	<u>      </u>	<u>  X  </u>
Government owned illustrations	<u>      </u>	<u>  X  </u>
List of applicable references.	<u>  X  </u>	<u>      </u>

e. CORRECTION OF ERRORS: AMSTA-LC-CJA is designated as the Government RPSTL acceptance activity. If the Contractor receives RPSTL comments or corrections from Government activities other than the Government RPSTL acceptance activity, the Contractor shall forward these comments and corrections to the Government RPSTL acceptance activity for approval or rejection.

f. The Contractor shall prepare one complete set of a page-size, camera-ready copy of the final version of each RPSTL (See attachment 7) as well as a PDF file. Electronic Technical Manual RPTSL in accordance with Attachment 7 (RPSTL Instructions), and CDRL A011, B011, and C011.

C-17 NATIONAL MAINTENANCE WORK REQUIREMENT (NMWR): CDRL A019 B019, C019

a. Contractor shall provide NMWR for all maintenance requirements at the Sustainment Level in Accordance with MIL-STD-40051B.

b. A NMWR is a maintenance serviceability standard for Sustainment level repairable designated for repair and return to stock. It prescribes the scope of work to be performed on an item by organic depot maintenance facilities, certified below depot National providers, or contractors; types and kinds of material to be used; and quality of workmanship. The NMWR also addresses repair method, procedures and techniques, modification requirements, fits and tolerances, equipment performance parameters to be achieved, quality assurance discipline, and other essential factors to ensure that an acceptable and cost effective product is obtained.

C-18 Test Measurement and Diagnostic Equipment (TMDE): CDRL A012, B012, C012

a. The Contractor shall identify those TMDE support resources that will ensure the ability of the 350 GPM pumps to

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perform each operation or maintenance function to the maximum extent practicable, using common tools, support and test equipment normally organic to the user. Maintenance concepts shall include optimum use of accurate, onboard diagnostic capability, to include BIT/BYTE design and test capability. The Contractor shall maximize the use of existing TMDE items in the DOD and Army inventories. DA PAM 700-21-1-TMDE Index and Register identifies all TMDE items currently supported by the Army.

b. The Contractor shall identify all new TMDE items, and submit the listing to the Government for approval prior to application. Items currently in the Army and DOD inventory will be used to the maximum extent possible. The Contractor must identify all necessary items and submit a list to the Army for approval. Items determined not to be in the DOD inventory shall be Contractor added to the PPL and supported with the necessary EDPF Technical Data, per CDRL A003, B003, C003, EDPF, to the level necessary for NSN assignment. Contractor shall also supply technical data to support TMDE Maintenance.

C-19 Special Tools and Test Equipment List (STTEL): CDRL A013, B013, C013

The Contractor shall prepare and deliver a TTEL listing of those peculiar support items, including any Test Measurement and Diagnostic Equipment (TMDE) for the 350 GPM Petroleum and Water pumps, currently not listed in the U.S. Supply Catalogs (SC's). Special tools are defined as tools not found in the Army's General Mechanics tool kit (NSN 5180-00-177-7033) and U.S. Army Supply Catalogs identified in DA PAM 25-10, Section 6. Listings of tools and test equipment residing in the Army inventory are available from the Government upon Contractor request. The Contractor shall identify all the Special tools required to service or repair the 350 GPM fuel and Water Pump assemblies, allowing the incorporation of Special tools and test equipment lists into the maintenance manual. The TTEL list, with drawings, shall be identified at the first Provisioning Conference. The Contractor shall verify that any special tools listed are not currently in the Government Supply System. After Government approval of the TTEL, the Contractor shall deliver the data concurrently with the MAC.

C-20 Basic Issue Items List (BILL): CDRL A014, B014, C014

The Contractor shall provide a Basic Issue Items List. The Basic Issue Items List is the essential, ancillary items, required to place the equipment into operation and perform emergency repairs, enabling it to perform the mission and function according to design.

C-21 Component of End Item List (COEI): CDRL A015, B015, C015

The Contractor shall provide a Component of End Item List. These items are part of the End Item that must be with the End Item, whenever it is issued or transferred between property accounts. Items of COEI are removed and separately packaged for transportation.

C-22 Validation/Verification Conference

a. The Contractor is required to validate the accuracy and use ability of all publication deliverables. The Contractor shall perform a 100% validation on all data and all newly developed ETM data to ensure accuracy, compatibility and completeness.

b. Contractor shall ensure that the data accurately reflects and supports only the "350 GPM Fuel and Water Pumping Units" configurations being procured, including any and all changes to the configurations resulting from testing, vendor parts, as well as supply and production line changes.

c. The Contractor shall have and use documented Quality Assurance (QA) processes and inspection in accordance with ANSI/ISO/ASQC Q9001.

d. The Government has the right to review validation records and witness validation processes. The Government has the right to verify all publication deliverables. If there are indications that the Contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework. See attachment 5.

e. The Contractor shall notify the PCO in writing of the planned validation schedule, start date, time, and location of validation 30 days prior to start of your validation; this will allow the Government time to attend and observe your processes, if the Government so chooses.

f. The Contractor is responsible to provide:

1. Contractor shall support and provide one unit of all three pump configurations and it's attachments for the contractor's validation and the Government's verification; any unique repair parts, and mandatory replacement parts subject to damage or destruction during the course of the verification. These repair parts will be made available prior to the beginning of the conference.

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2. As required, technical representatives who are fully qualified to answer questions and provide necessary technical services.

3. Document all recommended changes to the Draft Technical Manuals resulting from the conference.

4. Provide the necessary unique support items and services to manage, support, operate and maintain the pumps during the conference including disposition of unserviceable unique repair parts and replenishment of unique repair parts consumed during the conference.

5. Sign off on verification record.

6. Arrange for the services of a photographer in order to assist in documenting problem areas and changes required to correct errors or omissions in the Draft Technical Manual procedures demonstrated.

g. These three 350 GPM Fuel and Water Pumping Units shall be re-furbished to fully comply with approved production configurations and submitted for acceptance and delivery.

C-23 Technical Publications: The technical publications shall be preserved in accordance with MIL-STD-20703, method 31 or 33, and shipped with each pump. It is understood between the parties that when the final Technical Manual and Maintenance Allocation Chart are approved, the Contractor will print a set for each pump. The Contractor is responsible for packaging them in accordance with the contract and over packing one set of the approved manuals with each pump. The pumps shall not be shipped without the approved manuals.

**C-24 SAFETY ENGINEERING AND HEALTH HAZARDS CDRL A016, B016, C016**

a. Safety Engineering Principles. The Contractor shall follow good safety engineering practices in establishing the 350 GPM Pump designs and operational procedures, to include modifications to your commercial components. The Contractor can use MIL-STD-882D as a guide in determining whether safety engineering objectives are met. As a minimum, you shall do the following:

1. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include both operational and maintenance aspects of the 350 GPM Pump.

2. 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.

b. Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any of your independent testing, you shall perform and document a safety 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 prepare the Safety Assessment Report in accordance with DI-SAFT-80102B see attachment 9. You shall identify Health Hazards associated with the system and incorporate them into the SAR. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. MIL-STD-882D provides guidance in the preparation of the Safety Assessment Report and Health Hazard Assessment. In preparing the health hazard portion of the Safety Assessment Report, you shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or 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. Include in the SAR copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final SAR is subject to PCO approval in accordance with CDRLs A016, B016, C016. Examples of hazards to be included in the report are fire prevention issues, electrical issues, and noise.

**C-25 First Article Test Report: B020**

The First Article Test Report shall be submitted in accordance with clause E-3 of the contract First Article Approval - Contractor testing and Data Item B020

**C-26 CONFIGURATION MANAGEMENT REQUIREMENTS CDRL A017, B017, C017**

a. The Contractor shall be responsible for configuration control throughout the period of this contract. For changes prior to First Article Test (FAT) approval, the Contractor may make changes to the configuration without formally notifying the Government. Any changes made prior to FAT approval must meet the requirements of ATPD 2341. The Contractor shall establish a configuration baseline following testing and acceptance of the First Article Test Report by the Government. The Government reserves the right to review content and verify the accuracy of the Contractor configuration control system at any time during the contract. This baseline will identify and document the functional and physical characteristics of the Pump Assemblies approved for production. ANSI/EIA-649-1998, National Consensus Standard for Configuration Management, may be used for guidance.

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b. Configuration Changes. Engineering Change Proposal (ECP) CDRL A017, B017, C017

The Government acknowledges that the Contractor may want to offer to the Government configuration changes during the term of this contact. However, it is important for the Government to assess the impact of any proposed changes to the logistics and technical requirements established for this program. Any changes after FAT that impact form, fit or function; must be approved by the Government through the Engineering Change Proposal (ECP) process prior to implementation (DI-CMAN-80639C). Change shall be formatted and delivered in accordance with: Data Item Description DI-CMAN-80639C Engineering Change Proposal (ECP) CDRL A017, B017, C017

C-27 Military Packaging Documentation CDRLs A019, B019, C019

a. Shipment and Storage (S and S) Instructions. The contractor shall provide and storage instructions. When preparing the shipment and storage instructions, the contractor shall ensure those instructions are consistent with the transportability requirements stated in the Purchase Description ATPD 2341. The S and S Instructions shall document all steps required to preserve and package the 350 GPM pumps. Any cyclic maintenance required to prevent degradation to the system while in storage shall be addressed. Packing and stowage of BII/COEI shall be addressed.

The shipment and storage instructions Report shall be formatted and delivered in accordance with: I-PACK-80121B Special Packaging Instructions (SPI) CDRLs A018, B018, C018

b. Shipment and storage processing instructions required:

1. Short term TRANSPORT/Storage (180 days maximum in an unheated warehouse) for application when items are in TRANSPORT. Short term S and S processing instructions shall be sufficient to protect the items when they are intended for immediate use.

2. 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/exercising requirements necessary to prevent the system from deteriorating due to inactivity.

c. The following shall be addressed in the Shipment and Storage Instructions.

1. Compliance with Federal and Industry Transportation Requirements. The Government ships using truck, rail, plane, and ship. The Contractor shall develop shipment and storage 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 transport. 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 vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments. The Contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above.

2. 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.

3. BII and COEI Packaging. The contractor shall identify, in the shipment and storage instructions, provisions for stowage location and security for the BII and COEI. The contractor shall ensure the stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling requirements.

4. 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.

d. Shipment and storage instruction validation. Validation of the S and S instructions will be performed on the long-term storage instructions. Short-term instructions will be validated concurrently but only by identifying steps in the long-term instructions that can be omitted or performed differently. For example, a long-term instruction may indicate preserving a component, and short-term instructions would omit this step if appropriate. Further, a long-term step may be to remove and clean all fluids in an engine and replace them with preservative fluids, which may not be required if the item is shipped for immediate use. The contractor shall validate the shipment and storage instructions. The purpose of validation is review all the steps required for the S and S Instructions and to verify they are sufficiently documented. Contractor shall provide space and manpower to perform all the steps required to preserve the item during validation. Validation will be witness by TACOM representative.

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C-28 Ordering

a. For any given Delivery Order, the program period and associated applicable prices, shall be governed by the date of Contracting Officer signature on the original Delivery Order and not on the scheduled date of delivery. .

b. Delivery Orders are to be issued on a fixed-price basis only.

c. Ordering Periods:

First Ordering Period: Date of Contract Award plus 364 days after contract award

Second Ordering Period: 365 days after contract award through 729 days after contract award

Third Ordering Period: 730 days after contract award through 1,094 days after contract award

Fourth Ordering Period: 1,094 days after contract award through 1,459 days after contract award

Fifth Ordering Period: 1,460 days after contract award through 1,824 days after contract award

d. The contractor shall not be entitled to any equitable adjustment, under this contract, or under any individual delivery order, in the event that the Government fails to order quantities described in the solicitation as 'estimated' or 'maximum'.

e. Unless otherwise specified, 'days' means calendar days, not working days.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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

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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 paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> . ]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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

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

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

Contract Line, Subline, or Exhibit Line Item Number: to be determined

Item Description: to be determined

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

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

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

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

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

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

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

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

(4) Marking items.

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

(ii) The issuing agency code--

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

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

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

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

(1) Description.\*

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

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

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

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

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

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

(11) Ship-to code.

(12) Shipment date.

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

(14) Contract number.

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

(16) Acceptance code.

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

\*\* Once per item.

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

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

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

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(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

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

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

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

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

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

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

[End of Clause]

D-2            52.211-4514            PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)  
(TACOM)

JUN/2004

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: -B-
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: -4-

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, 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 markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(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,

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Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3

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

(4) 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>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

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

(f) Hazardous Materials(As applicable):

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

(2) When applicable, 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).

(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.

(g) SUPPLEMENTAL INSTRUCTIONS: MILITARY PACKAGING

(1) Two types of Shipment and Storage are required under this contract.

a. Short term TRANSPORT/Storage (180 days maximum in an unheated warehouse) for application when items are in TRANSPORT. Short term S and S processing instructions shall 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/exercising requirements necessary to prevent the system from deteriorating due to inactivity.

(2) Compliance with Federal and Industry Transportation Requirements. The Government ships using truck, rail, plane, and ship. The Contractor shall develop shipment and storage 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 transport. 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 vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments. The Contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above.

[End of Clause]

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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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3 (ALT I)	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997))	SEP/1989

(a) Since the contractor shall incorporate the same chassis, pump and engine on all three types of pumping assemblies (see C-1), the first article test shall be required on only one of these types of pumping assembly. The first article test shall be in accordance with ATPD 2341 for the Type I, Size 1, Style B.

(b) The contractor shall use a minimum of three (3) units and no more than six units (6) of CLIN 0021AA, Fuel Regulated 350 GPM Pump, Type I, Size 1, Style B as specified in this contract to complete the first article test. The range of first article units (three to six) is provided to allow the contractor to perform tests in parallel and shorten the duration of testing. At least 45 Calendar days before the beginning of First Article Tests, the Contractor shall notify the Principal Contracting Officer and the Administrative Contracting Officer, in writing, of the time and location of testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract, or if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in that clause, or as otherwise proposed by the contractor and accepted by the Government as specified in Data Item B020.

Marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_; Contract Line Item Number \_\_\_\_\_ The Quality Assurance Representative must review, comment and sign off on the report before it is submitted. Within 30 calendar days after the Government receives the test report, the Principal Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

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

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

[End of Clause]

E-4	52.209-4000	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000
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(TACOM)

(a) The approved first article items, as described elsewhere in this contract, consist of a minimum quantity of THREE (3) but no more than six (6) 350 GPM pumps that will NOT be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. The one of the 350 GPM pumps, that successfully passes all specified tests, will serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

(d) The other First Article pump unit(s) may be shipped immediately under the Contract provided the Contractor reconditions the unit(s) to meet all terms and conditions of the contract for acceptance.

[End of Clause]

E-5            52.209-4012            NOTICE REGARDING FIRST ARTICLE            APR/2000  
(TACOM)

(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-6            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-7            52.246-4025            HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM            OCT/1997  
(TACOM)            REQUIREMENT

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

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

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

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

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, 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 system compliance.

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

[End of Clause]

E-8            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]

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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	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	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) For Delivery Order 0001: Start deliveries 30 days after the approval of the First Article Test Report. Subsequent delivery orders will start deliveries 90 days after delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 18 units every 30 days;

(ii) You'll deliver a maximum of 50 units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: at no additional cost to the Government.

(2) Delivery is defined as follows:

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

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

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

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) FOR DELIVERY ORDER 0001: I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE APPROVAL OF THE FIRST ARTICLE TEST. 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.

(3) ALTERNATE PROPOSED SCHEDULE FOR DATA or FIRST ARTICLE TEST REPORT:  
[End of Clause]

F-9	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

\_\_\_\_\_ZERO percent increase; and  
\_\_\_\_\_ZERO percent decrease.

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

[End of Clause]

F-10

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 \_\_\_\_\_ \*--  
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.





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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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**Name of Offeror or Contractor:**

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SECTION G - CONTRACT ADMINISTRATION DATA

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

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	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	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years after 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-16 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (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 (54).

(2) Any order for a combination of items in excess of (54).

(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 (10) 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-17 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

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- (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-18	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
H-19	52.242-4020 (TACOM)	REQUIRED VERIFICATION OF DESTINATIONS	MAY/2000

The Contractor will verify destinations set forth in this contract at the time Government Bills of Lading or Commercial Bills of Lading are requested, or at the time that Commercial Bills of Lading are issued. Verification will be requested through the Administrative Contracting Officer (ACO) to the buyer at the email address shown on the face of the contract.

[End of Clause]

H-20	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	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) 574-7552 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-22 Competing Delivery Orders

a. It is the Government's intention to compete ALL delivery order's under the multiple award format except as set forth below. The competition shall be limited to those contractor's who have been awarded a contract as a result of RFP W56HZV-04-R-0131.

b. Notwithstanding the Government's stated intent to compete each Delivery Order, competition need not be provided for, and a Delivery Order may be issued to a particular source, if the Contracting Officer determines that:

1. When selecting the awardee for a given Delivery Order, the Government need not contact each of the two contractors if it already has recent information available which ensures that that each contractor can fairly be considered for each order.

2. Urgent requirements: only one source is capable of meeting the delivery schedule, or that providing for such competition would result in unacceptable delays.

c. The Government may solicit for additional information, or more favorable terms: price and delivery, to aid in its

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decision in placing a competed order. Any such solicitation would be extended to all eligible awardees, and the terms offered in each case would be assessed, and a decision made in accordance with the provisions stated below. The content of any such solicitation and awardee response will be documented in the Delivery Order file, and these in a manner acceptable to the Contracting Officer (oral, E-mail, facsimile, etc.).

1. The Government shall consider the following information in reaching its decision on order placement.

(a) Price proposed in contract or in the supplemental data submitted on a competed delivery order;

(b) Delivery terms proposed in the supplemental data submitted on a competed delivery order;

(c) Past Performance information provided to the PCO will be considered as an indicator of future performance, provided that the past performance is relevant to the order under consideration. Past Performance may influence a Government assessment of whether the contractor will performs as contracted, in terms of Price, Delivery or Quality.

2. The Delivery Order will be awarded to that firm whose offer, on balance, and in the opinion of the PCO, provides the best overall value to the Government, based on the assessments from paragraph 1 above. Any of the considerations in paragraph 1 above, could become important in the placement of a given Delivery Order. The best overall value, therefore, need not necessarily result in the lowest offered price, or quickest promised delivery. The PCO shall document the assessment and the selection decision in writing.

3. All contractors considered are entitled to an explanation of the PCO's rationale for selection, although elaborate details need not be provided. If not satisfied with such explanation, the PCO will advise disappointed offerors of the appropriate agency ombudsperson who may conduct an independent review. Offerors are notified that, per FAR 16.505(a) (7). no 'protest' is authorized under FAR subpart 33.1, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

\*\*\* 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	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-31	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-35	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (Alternate I dated March 2000)	MAR/2000
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-48	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-49	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003

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I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-52	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	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-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	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-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-67	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-68	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-69	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-70	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-71	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-72	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-73	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-74	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-75	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-76	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-77	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-79	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-80	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

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

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

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

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set

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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]

I-81            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be

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completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) years after date of contract award.

[End of Clause]

I-82 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

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

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

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

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

(c)

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

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

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

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

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

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

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

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

[End of Clause]

I-83 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

[End of Clause]

I-84 252.204-7004 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--

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"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-85 252.247-7023 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 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.

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(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--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

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- (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-86	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

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

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

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

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

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





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

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

[End of Provision]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	TIME LINE OF DATA DELIVERIES			
Attachment 002	ATPD 2341			
Attachment 003	CONTRACT DATA REQUIREMENTS LIST			
Attachment 004	LOGISTICS MANAGEMENT INFORMATION			
Attachment 005	PUBLICATION REQUIREMENTS			
Attachment 006	MAINTENANCE ANALYSIS			
Attachment 007	RPSTL INSTRUCTIONS			
Attachment 008	ARMY'S TWO LEVEL MAINTENANCE MAC HEADER			
Attachment 009	DID DI-SAFT-8010B			
Attachment 010	LOGISTICS MATRIX			
Attachment 011	PAST PERFORMANCE QUESTIONAIRE			

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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)	MAY/2004

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333911.

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

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

(b) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It  is,  is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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

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

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

(1) Means a small business concern-

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

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

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

(d) Notice.

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

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

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated

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solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[End of Provision]

K-6            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-7            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

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corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

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

(d) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other:

(f) Common parent.

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

Name and TIN of common parent:

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

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

[End of Provision]

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one

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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-9            52.204-6            DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER            OCT/2003

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

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

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

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

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

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

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

[End of Provision]

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

(a)

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

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

(A) [ ] are  
[ ] are not

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

(B) [ ] have  
[ ] have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

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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-11            52.215-6            PLACE OF PERFORMANCE            OCT/1997

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

intends  
 does not intend

(Check applicable block)

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

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

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

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

--	--

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[End of Provision]

K-12            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that--

- (a) It  has  
 has not

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

- (b) It  has  
 has not

filed all required compliance reports; and

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

[End of Provision]

K-13            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that

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

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

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

[End of Provision]

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

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

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

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

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

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

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

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A)

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of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

[End of Provision]

K-15

52.247-60

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 \_\_\_\_\_ \*--



**Name of Offeror or Contractor:**

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

[End of Provision]

K-18            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
                   (TACOM)

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

[End of Provision]

K-19            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
                   (TACOM)

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

(b) The Government requires a minimum acceptance period of ninty (90) calendar days.

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

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

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

[End of Provision]

K-20            52.215-4010            AUTHORIZED NEGOTIATORS            JAN/1998  
                   (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

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

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[End of Provision]

K-21            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            DEC/1993  
(TACOM)

(a) Definitions.

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

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

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

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

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

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

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

(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

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

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

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

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

- have
- have not

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

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

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

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

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

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

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

[End of Provision]

K-22            52.245-4004            REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE            JAN/1991  
                   (TACOM)

The offeror represents that there:

- is
- is not

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

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

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



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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	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	JAN/2004
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-8	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998

(a) All offerors are required to insert an amount for 0021AB which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for 0021AB will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

(c) See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

[End of Provision]

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

[End of Provision]

L-10	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command  Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Road, Rm 2-1SE3401 Ft. Blvoir, VA 22060 Facsimile number (703) 806-8866/806-8875
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The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

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

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

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

[End of Provision]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

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(h) Effect of Protest on Award and Performance:

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

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

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

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

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

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

[End of Provision]

L-12            52.209-4007            PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL            DEC/1980  
                   (TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section E of this solicitation may be waived by the Government, provided that offeror meets these following conditions:

(1) Offeror must submit a request for waiver as part of his response to this solicitation. The request for waiver should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein referenced. If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the Test Report must have been approved and signed by an authorized representative of the Government.

(2) Offeror must indicate in the spaces below the contract numbers under which the same or similar items as those herein solicited have been provided to and accepted by the Government.

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(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

L-13            52.209-4008            CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL            APR/1986  
                   (TACOM)

**Name of Offeror or Contractor:**

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-14	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

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

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

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

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

(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-15	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	DEC/2002
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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

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(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-16            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-17            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-18            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

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avenue that our contractors can use.

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

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

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

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

shepherl@tacom.army.mil

(586) 574-6597 or 6547

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

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

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

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

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

Fax number: (703) 806-8866/8875

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

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

[End of Provision]

L-19            52.246-4051            OFFEROR'S QUALITY ASSURANCE SYSTEM            FEB/1998  
 (TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of

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particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

## SECTION 9/04

## L-20 Proposal Preparation Instructions and Content

a. The proposal shall be submitted BOTH electronically and in hard copy print, in the format and quantities set forth below. All proposals shall be in English (American Standard) language. The time of receipt of the hard copy-printed proposal shall be used for the purpose of determining late proposal submissions. All proposals shall be in U.S. dollars. In preparing proposals, the Offeror shall include a detailed index. The index shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section L instructions. Each section of the proposal shall be separable to facilitate review by the government. Your proposal shall include all information specified and address all requirements outlined in Section L Instructions.

b. The proposal shall be submitted in six separate volumes: BOTH the electronic files and three ring binders. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NUMBER	CONTENTS	NUMBER OF COPIES
Volume I	Certification/Representations	1 Electronic/1 paper copy
Volume II	Technical Area Proposal	1 Electronic/1 paper copy
Volume III	Logistics Area Proposal	1 Electronic/1 paper copy
Volume IV	Price Area Proposal	1 Electronic/1 paper copy
Volume V	Past Performance Area Proposal	1 Electronic/1 paper copy
Volume VI	Small Business Participation Area Proposal	1 Electronic/1 paper copy

d. In addition to the electronic proposal, one paper hard copy of each separate volume shall be sent to the Bid Opening Office identified in Block 7 of SF 33, clearly labeled and in separate three ring binders. The paper hard copy shall be identical to the electronic proposal submission. Each page shall be in the appropriate volume/folder and be numbered. An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted on videotape or in other file formats or media. However, specific formats and media of supporting data should be checked with the government, Ms. Laura Artz, before submission to ensure compatibility.

e. Submission of Magnetic Media. The electronic versions of Volumes II, III, V, and VI shall use the Windows 2000 (or higher) version of Microsoft Word or compatible software. The electronic version of Volume IV (Price Area Proposal) shall use Microsoft Excel (Version 2000 or higher) or comparable software, such as Lotus 1-2-3. All volumes shall be on one CD-ROM and appropriately labeled, numbered and cross-referenced to the hard copy proposal.

L-21 VOLUME I - CERTIFICATIONS/REPRESENTATIONS (1 Electronic/1 Paper copy) In this volume Offerors will provide:

a. One copy of SF33 signed by a person authorized to sign bids, quotations or proposals on behalf of the Offeror. Include completed fill-ins of SF33 blocks 17, 17b, 30, 30b and 30c.

b. One copy of this solicitation (Sections A-K) with all fill-ins completed. It is expected that Offerors will print a copy of the solicitation (Sections A-K) and then to write or type the requested information. Then scan the completed document into a .PDF format. We cannot provide an editable copy of the solicitation.

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c. A list of any exceptions the Offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

L-22 Volume II Technical Area (1 Electronic/1 Paper copy): The Offeror shall provide the following information under the Technical Area:

a. (Note: While this RFP provides for the purchase of 3 different items, all 3 items are to be comparably configured pursuant to RFP provision XX, As a result, the Offeror's approach to meeting the below ATPD requirements will to be identical on all three items. Therefore, the proposal information specified below is only required to be submitted for the Type 1, Size 1, Style B assembly).

b. The Offeror shall detail its proposed approach to meeting the Purchase Description requirements identified in sub-paragraphs (a and b) below. For each of the ATPD paragraphs cited below, the Offeror shall provide, to the extent available, any substantiating data supporting conformance of the proposed 350 GFM pump to the specified requirements. Supporting information may include, but is not limited to, commercial literature, test data, historical information, analytical support, supporting rationale, and/or design documentation which supports conformance of your proposed pump to the below specified paragraphs of the ATPD. In addition to the above described substantiating data, the Offeror shall further provide any specific information identified below. The Offeror's proposal shall address the following Purchase Description requirements:

1. Capacity and Priming (ATPD 2341; Paragraphs 3.3.1.2 and 3.3.1.3). In addition to the substantiating data specified in L.22.1 above, the Offeror shall also provide the engine make and model, engine power curve, pump make and model, and pump curve including flow rates, supporting conformance of the proposed pumping assembly to the requirements of draft ATPD 2341, paragraphs 3.3.1.2, and 3.3.1.3.

2. Operational Temperature - Low Temperature only (ATPD 2341; Paragraph 3.6.1). In addition to the substantiating data specified in L.22.1 above, and for the low temperature requirement only, the Offeror shall also describe in detail the starting procedure and operation of the pump assembly in the low temperature limit of the operational temperature range of paragraph 3.6.1 of the draft ATPD 2341. The Offeror shall also describe any (a) special procedures or equipment required for low temperature starting, and (b) modifications to the manufacturer engine design, or components specifically proposed to address satisfaction of the cold operation requirement. Procedures required to keep the pumped fluid from freezing, when water is used, need not be addressed.

L-23 Volume III LOGISTICS The Logistics Area will be assessed at the Area level only. There are no Elements or Factors under the Logistics Area.

a. Logistics Experience

1. Provide a narrative description of your, and any subcontractor's, prior Logistics Experience with the following:

- (a) Providing provisioning data as described in scope of work paragraph C-13 and C-14.
- (b) Use of ADP interfaces as described in scope of work paragraph C-13.
- (c) Use of AMC-P-700-25 in the described in the attachment 02 contract data requirements.
- (d) Providing Engineering Data as described in scope of work paragraph C-10.

2. In addition, in developing your proposal to display Logistics Experience, the Offeror shall identify no more than 7 of the most recent/relevant Contracts (prime contractor and significant subcontractors (if any)) which include Logistics Experience which is relevant to L-23 a.1.(a) through (d) above. For each of the up to 7 contracts identified, the Offeror shall provide the following:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address
- (e) Administrative Contracting Officer's (ACO's) name, telephone number and E-Mail address
- (f) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address
- (g) Copies of all Scope of Work paragraphs of the contract reflecting Logistics Experience which is relevant to L-23 a.1.(a) through (d) above.
- (h) A discussion of similarities between these contract scopes of work and the scope of this RFP.
- (i) For each contract scope which is relevant to a.1.(a) through (d) above, provide a representative sample of the actual product delivered under the historical contract.

The Offeror shall also complete and provide the matrix attached hereto as attachment 10 which synthesizes the relevant Logistics Experience under each of the up to 7 historical contracts cited by the Offeror.

3. If you have limited or no relevant experience regarding some or all of L-23 a.1.(a) through (d) above, but have key personnel

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who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide the following information for those contracts that these key personnel were involved in with those previous employers:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's), name, telephone number and E-mail address
- (e) Government or commercial contracting activity technical representative, or COR, telephone number and E-mail address
- (f) Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer
- (g) Description of (1) the scope of work requirements; (2) a discussion of similarities between the contract scope and the scope of this RFP; and (3) the specific role and contributions of the Key Employee in performing under this contract.

L-24 Volume IV Price Area: (1 Electronic/1 Paper copy) The Price Area will be assessed at the Area level only. There are no Elements or Factors under the Price Area.

a. The Price Area shall include the prices for all CLINS set forth in Section B of this RFP. The electronic version of Volume V (Price Area Proposal) shall use Microsoft Excel. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars.

b. The Offerors SHALL provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The above information is intended to establish the reasonableness and realism of the Offerors' proposed price. The Offeror may be required to provide any or all of the following information on a per unit basis (in accordance with FAR 15.403-3) to establish that their price is realistic:

- 1. Direct labor hours for fabrication and assembly
- 2. Direct labor rates and indirect rates
- 3. Direct Material to include raw material and purchased items over \$100 per unit

L-25 Volume V Past Performance Area: The Past Performance Area will be assessed at the Area level only. There are no Elements or Factors under the Past Performance Area.

a. The Offeror is required to provide the following under this Area:

1. For prior contracts (prime and subcontractors) which are considered recent and relevant to the Section C Statement of Work, include in Volume V the information specified in L-25 a.4. through L-25 e. below.

2. Briefly describe your proposed performance (i.e. work the prime will perform; work any subcontractors will perform).

3. Additionally, for each contract identified under a.1. above, issue a past performance questionnaire in accordance with the instructions in L-25 paragraph h. below. The Offeror shall see the instructions in L-25 paragraph h. requesting early submission of certain Past Performance information.

4. Recent/Relevant Contract Information: The Offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort, excluding raw material and components/subcomponents). These contracts may include Federal, State, and local government and commercial private industry contracts. Recent contracts are those with any performance occurring within the three (3) years prior to the date this RFP was issued. Relevant contracts are those that are similar in scope to the requirements of this RFP and specifically include volume manufacture of comparable Pumps and Logistics efforts. For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (and any major subcontractors) CCR, CAGE and DUNS numbers
- (h) Government or commercial contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government or commercial contracting activity technical representative, or COR, telephone number and e-mail

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(k) Government or commercial contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer

(l) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation

(m) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

b. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your subcontractors' contracts. Provide the information requested in L-25 a.4. above for any of these contracts. If there were no cancellations or terminations, state that.

c. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this 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.

The Offeror shall also provide the above requested information for any proposed subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

d. 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 effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above in L-25 a.4., for those contracts that these key personnel were involved in with those previous employers.

e. Predecessor Companies: If you, or a significant subcontractor, only have 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 for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

f. Contacting References: Offerors are advised that the Government may contact any of the references that the Offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

g. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The 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 we do not receive the information requested.

h. Questionnaires: A past performance questionnaire is provided at attachment 11. A copy of the "Past Performance Questionnaire" will also be posted on the website for your use in electronically sending it to your customers. For the contracts described in L-25 a.4., the Offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at [laura.artz@us.army.mil](mailto:laura.artz@us.army.mil) no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

In addition, the Offeror is requested to prepare and submit to the Contract Specialist (within ten (10) days of posting of the final RFP) a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at [laura.artz@us.army.mil](mailto:laura.artz@us.army.mil) and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer



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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
M-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-3	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-4	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(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]

## SECTION M 9/04

## M-05 EVALUATION AREAS FOR AWARD PROPOSALS AND DISCUSSIONS:

a. The Government intends to make up to two awards under this RFP with discussions. No award information regarding any proposals received under this Request for Proposals will be furnished prior to completion of evaluation, discussion, and award of the contract except as required under acquisition regulation.

b. The Government plans to award up to two contracts for the 350 GPM Water and Fuel Pumps subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. The Government will weigh the evaluated proposal risk (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the proposal that represents the best overall value to the Government.

c. Discussions: This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate I and alternate II) which advises the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

## M-06 SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

a. The award(s) of a contract for 350 GPM Water and Fuel Pumps shall be made to the Offeror(s) whose proposal(s) represent the best overall value to the Government. Specifically, and upon evaluation of proposals as specified in Section L herein, the Government reserves the right to make award, as a result of this solicitation, in any of the following manners:

1. Two awards to two Offerors for all 350 GPM Water and Fuel Pumps.
2. One award to a single Offeror for all 350 GPM Water and Fuel Pumps.
3. No award in the event the Government concludes no offer satisfies the RFP requirements or objectives (including affordability).

**Name of Offeror or Contractor:**

b. The evaluation will be conducted on five evaluation areas (Technical, Logistics, Price, Past Performance, and Small Business Participation). The relative order of importance of the five Areas is detailed below in paragraph M-04. The basis for award determination will be made utilizing source selection trade-off procedures to select the best proposal(s) that based on the evaluation criteria, represent the best overall value to the Government, including affordability, and offer the most advantageous approach.

## c. Evaluation Guidance/Process:

1. Selection of the successful Offeror shall be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by the Offerors in response to the information called for in Section L of the RFP.

2. The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the Offerors' evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- (a) two or more proposals are otherwise considered equal;
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

3. Proposal Risks. Proposal Risks are those risks associated with an offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Logistics Area, Technical Area, Price Area, and a portion of the Small Business Participation Area.

4. Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance Area and in a portion of the Small Business Participation Area.

5. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who will satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected contractor is responsible. The Source Selection Authority (SSA) will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer.

6. Rejection of Offers: The Government may reject any proposal which:

(a) 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 as specified in Section L of this solicitation; or

(b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's 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

(c) Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the Offeror has

- (1) an inherent misunderstanding of the scope of work, or
- (2) an inability to perform the resultant contract; or

(d) Is unbalanced as to proposed CLIN prices. An unbalanced offer is one which is based on individual CLIN prices which are unexplainably high or low, or

(e) Fails to meaningfully respond to the Proposal Preparation Instructions specified in this solicitation.

7. Evaluation Process: Proposals submitted in response to this solicitation will be evaluated by Government Subject Matter Experts. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area.

**Name of Offeror or Contractor:**

## M-07 Evaluation Criteria

## a. Evaluation Areas: The five Evaluations Areas are:

1. Technical
2. Logistics
3. Price
4. Past Performance
5. Small Business Participation

b. The Areas of Logistics and Technical are most important and are equal in importance. The Technical and Logistics Area are each slightly more important than the Price Area. The Price Area is more important than the Past Performance Area. The Past Performance Area is slightly more important than the Small Business Participation 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-08 Evaluation of Technical Area: The Technical Area will be evaluated as follows:

a. Capacity and Priming (ATPD 2341; Paragraphs 3.3.1.2 and 3.3.1.3): The Offeror's 350 GFM Pump proposal will be assessed and a risk level assigned indicating the Government's subjective evaluation of the proposal risk probability that the Offeror will not satisfy the requirements of the ATPD paragraphs 3.3.1.2 and 3.3.1.3. Proposals will be considered very low risk, for timely meeting requirements, where the proposed solution is thoroughly addressed and supported by credible substantiating information, which is applicable to your proposed pump assembly design, such as verifiable test data on the proposed design, which validates likely conformance to PD requirements.

b. Operational temperature (ATPD 2341; Paragraph 3.6.1): The Offeror's 350 GFM Pump proposal will be assessed and a risk level assigned indicating the Government's subjective evaluation of the proposal risk probability that the Offeror will not satisfy the requirements of the ATPD paragraph 3.6.1. This evaluation will assess the Low Temperature requirement only, within ATPD Paragraph 3.6.1. Proposals will be considered very low risk, for timely meeting requirements, where the proposed solution is thoroughly addressed and supported by credible substantiating information, which is applicable to your proposed pump assembly design, such as verifiable test data on the proposed design, which validates likely conformance to PD requirements.

## M-09 Evaluation of Logistics Area:

## a. The Logistics Experience Area will be evaluated as follows:

1. The Logistics Experience Area will assess the risk probability that the prime Offeror, and any proposed significant subcontractors will, based upon the extent and relevance/recency of recent Logistics experience applicable to the offeror's proposed performance approach, successfully perform the Section C work statement requirements of the RFP

2. The Logistics Experience risk assessment will be based on the extent and relevance/recency of the Offerors prior Logistics experience with the following RFP scopes of work:

- a. Providing provisioning data as described in scope of work paragraph C-13 and C-14.
- b. Use of ADP interfaces as described in scope of work paragraph C-13.
- c. Preparation of Technical Manuals as described in C-15 and Repair Parts Special Tools List (RPSTL) as described in scope of work paragraph C-16.
- d. Engineering Data for Provisioning (EDFP) as described in scope of work paragraph C-10.

3. To the extent that an Offeror and its subcontractors have limited or no relevant/recent Logistics experience regarding some or all the above scopes of work, but have key personnel who will be playing a significant role in this effort who do have relevant/recent Logistics experience, the experience of individuals may be considered in the Government's evaluation. Key Personnel Logistics experience may be considered to the extent that it is recent and relevant, and is a meaningful and credible predictor of the risk probability that the Offeror and its subcontractors will be successful in performing the Logistics scope of work requirements of the RFP.

4. Each Offeror must identify any specific logistics experience (either its own or that of any vendors) it wishes the Government to consider in evaluating its proposal. Please note, however, that any such experience must be reflected in the Offeror's proposed approach to performance in the other (non-logistics) areas of evaluation. If it is not, the identified experience will be discounted accordingly.

## M-10 Evaluation of Price Area:

Name of Offeror or Contractor:

a. The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness, realism and affordability of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk. Consideration of affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the superior proposal is at a price which the government cannot afford. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved.

b. The total evaluated price will be the total sum of the quantity times the proposed FOB Origin price of the following CLINS:

Table with 6 columns: CLINS, Quantity, CLINS, Quantity, CLINS, Quantity. It lists various CLINS codes (0011-0035, A001-A020, B001-B020, C001-C019) and their corresponding quantities (e.g., 24 each, 60 each, 48 each, 1 each).

Notwithstanding any other provision to the contrary, the Government may, at its sole discretion, waive all first article test requirements, or portions of those tests, for any Offeror that qualifies for a waiver. In the event a waiver is granted, the amount proposed for the first article test, or the portions of the first article test which are waived, shall be deducted from the total evaluated price.

M-11 Past Performance The Area of Past Performance will be evaluated as follows:

a. The assessment of Past Performance will be based on the offeror's and significant subcontractors' current and past records of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the Offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each offeror's performance history, the Government will look at the offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractor's 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.

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**Name of Offeror or Contractor:**

d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the Offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

M-12 Small Business Participation Area. The Area of Small Business Participation will be evaluated as follows:

Small Business Participation Area: The Small Business Participation evaluation will be a risk assessment of the probability the Offeror will comply with the requirements of FAR 52.219-8, as evidenced by the Offeror's (a) management practices and approach to award of subcontracts to small firms; or (b) past performance history of complying with FAR 52.219-8. Where an Offeror has not held Contracts, within the past 3 years, which included FAR 52.219-8, an Unknown Risk rating will be assigned.

\*\*\* END OF NARRATIVE M 001 \*\*\*

Attachment 1

Time line W56HZV-04-R-0131 350 Pumps

NOUN	Days After Date of Award
Contract Award	
Start of Work Meeting	30
First Article Tests Submitted	200
TACOM Approval of FAT	30 days after receipt
Provisioning Conference	60
Provisioning Conference if required	90
Provisioning Conference approximately	125
Validation/Verification Conference	approximately 153 days
CLINS A001, B001, C001	
PLAN for Maintenance Analysis	30
Draft Maintenance Analysis	60
Updated Maintenance Analysis	90
Updated Maintenance Analysis	125
Data Validation and Verification (Validation/Verification) comments	153 days approximately
Final Maintenance Analysis submitted	21 days after FAT approval
CLINS A002, B002, C002	
PLAN for Maintenance Allocation Chart (MAC)	30
Draft Maintenance Allocation Chart	90
Government Comments on draft MAC	111
Revised MAC submitted	132
Data Validation and Verification (Validation/Verification) comments	153 days approximately
Final MAC submitted	21 days after FAT approval
CLINS A003, B003, C003	
Design Change Notice	as required
CLINS A004, B004, C004	
Plan for Draft Engineering Data for Provisioning Parts (EDFP)	30
Draft Engineering Data for Provisioning Parts	60
Government Comments on draft EDFP	81
Revised EDFP submitted	132
Validation/Verification comments	153 days approximately
Final EDFP submitted	21 days after FAT approval
CLINS A005, B005, C005	
Plan for Draft Expendable/Durable Items List (EDIL)	30
Draft Expendable/Durable Items List (EDIL)	90
Government Comments on draft EDIL	111
Revised EDIL submitted	132
Validation/Verification comments	153 days approximately
Final EDIL submitted	21 days after FAT approval
Expendable/Durable Items List (EDIL) incorporated into Technical Manual	21 days after FAT approval
CLINS A006, B006, C006	
Plan Long Lead Time Items List (LLTI)	30
Draft Long Lead Time Items List (LLTI)	60
Government Comments on draft LLTI	81
Revised LLTI submitted	132
Validation/Verification comments	153 days approximately
Final LLTI submitted	21 days after FAT approval
CLINS A007, B007, C007	
Plan for Provisioning Parts List (PPL)	30
Draft Provisioning Parts List (PPL)	60
Government Comments on draft PPL	81
Revised PPL submitted	132

Validation/Verification comments	153 days approximately	
Final PPL submitted	21 days after FAT approval	
CLINS A008, B008, C008		
Provisioning and Pre-Procurement Screening Initial	60	
Provisioning and Pre-Procurement Screening Revised	132	
Provisioning and Pre-Procurement Screening Validation/Verification	153 days approximately	
Provisioning and Pre-Procurement Screening Final	21 days after FAT approval	
CLINS A009, B009, C009		
Plan for Operator's Technical Manual TM10-4320-XXX-10	30	
Draft Operator's Technical Manual	90	
Government Comments on draft TM	111	
Revised TM submitted	132	
Validation/Verification comments	153 days approximately	
Final TM Operator's submitted	21 days after FAT approval	
Final TM in Camera Ready format and Searchable Adobe format	21 days after FAT approval	
CLINS A010, B010, C010		
Plan for Unit, Field Maintenance Technical Manual TM10-4320-XXX-23	30	
Draft Unit, Field Maintenance Technical Manual	90	
Government Comments on draft TM	111	
Revised TM submitted	132	
Validation/Verification comments	153 days approximately	
Final TM Operator's submitted	21 days after FAT approval	
Final TM in Camera Ready format and Searchable Adobe format	21 days after FAT approval	
CLINS A011, B011, C011		
Plan for Technical Manual, Unit, Field Maintenance: Repair Parts and Special Tools List Manual (RPSTL) TM10-4320-XXX-23P	30	
Outline Technical Manual RPSTL	60	
Government Comments on draft outline TM RPSTL	81	
Draft Technical Manual RPSTL	90	
Government comments on draft TM RPSTL	111	
Revised TM RPSTL submitted	132	
Validation/Verification comments	153 days approximately	
Final TM RPSTL submitted	21 days after FAT approval	
Final TM RPSTL Camera Ready format, and Searchable Digital Format	21 days after FAT approval	
CLINS A012, B012, C012		
Plan for Test Measurement and Diagnostic Equipment (TMDE)	30	
Draft Test Measurement and Diagnostic Equipment	60	
Government Comments on draft TMDE	81	
Revised TMDE submitted	132	
Validation/Verification comments	153 days approximately	
Final TMDE submitted	21 days after FAT approval	
TMDE incorporated into Technical Manual	21 days after FAT approval	
CLINS A013, B013, C013		
Plan for Special Tools and Test Equipment (STTE)	30	
Draft Special Tools and Test Equipment	90	
Government Comments on draft STTE	111	
Revised STTE submitted	132	
Validation/Verification comments	153 days approximately	
Final STTE submitted	21 days after FAT approval	
STTE incorporated into Technical Manual	21 days after FAT approval	
CLINS A014, B014, C014		
Plan for Basic Issue Items List (BIIL)	30	
Draft of Basic Issue Items List		60
Government Comments on draft BIIL	81	
Revised Basic Issue Items List (BIIL)	132	
Validation/Verification comments	153 days approximately	

Final BIIL submitted	21 days after FAT approval
Basic Issue Items List incorporated into Technical Manual	21 days after FAT approval
CLINS A015, B015, C015	
Plan for Component of End Items List (COEL)	30
Draft of COEL	60
Government comments on COEL	81
Revised COEL	132
Validation/Verification comments	153 days approximately
Final COEL submitted	21 days after FAT approval
Component of End Items List incorporated into Technical Manual	21 days after FAT approval
CLINS A016, B016, C016	
Draft Safety Assessment Report (SAR)	120 days prior to testing
Government comments on SAR	30 days after receipt
Final SAR submitted	60 days prior to testing
CLINS A017, B017, C017	
Engineering Change Proposal	As required
CLINS A018, B018, C018 Special Packaging Instructions	
Draft Special Packaging Instructions	123 approximately
Government comments	15 days after receipt
Special Packaging Instructions validation	153 days approximately
Final Special Packaging Instructions	21 days after FAT approval
CLINS A019, B019, C019 " National Maintenance Work Requirement (NMWR)	
Outline of strategy at Start of work meeting	30
Draft of NMWR	90
Government comments on NMWR	111
Revised NMWR	132
Validation/Verification comments	153 days approximately
Final NMWR submitted	21 days after FAT approval
CLIN B020	
First Article Test Report submitted	180 days
Government comments on First Article Test Report	30 days after receipt
CLIN A020 Meeting Minutes	10 days after meeting

ATTACHMENT 5  
PUBLICATIONS REQUIREMENTS

1. PREPARATION INSTRUCTIONS.

The contractor shall deliver an Adobe Acrobat Electronic Technical Manual (ETM) and electronic Technical Manual (TM) file for a Final Draft Equipment Publication (FDEP). For FDEP delivery, the contractor shall provide complete publications. FDEP shall include all changes and final resolutions resulting from the Government's reviews and tests as well as the contractor's quality reviews and final edit. Illustrations shall be inked and all callouts and text shall be typeset-type. FDEP manual delivery shall include copies of final manuals in necessary quantities, each produced back to back, collated and assembled and drilled for standard three-hole punch.

2. SPECIFICATIONS.

MIL-STD-40051B shall be used for guidance. The contractor shall use the latest version at date of award. Copies can be obtained at web site: [www.logsa.army.mil:80/mil40051/menu.htm](http://www.logsa.army.mil:80/mil40051/menu.htm)

3. CLARIFICATIONS:

a. All illustrations shall be line drawings. If prescreened photographs and halftones are used, the contractor must assure delivery of final copy that will provide clear legible illustrations after reproduction.

b. Operation and maintenance illustrations shall be isometric and provide view as seen by the user. Illustrations shall appear on the same, or facing, page as the applicable text. The quantity and type of illustrations used must allow the user to locate items and operate and maintain the equipment in an accurate and efficient manner.

c. The contractor shall incorporate appropriate lubrication instructions, if applicable, into the Operator and Unit Preventive Maintenance Checks and Services (PMCS) at the applicable hard time intervals per MIL-STD-40051B.

d. The contractor shall prepare an Operator/Crew PMCS per MIL-STD-40051B. The operator/crew checks and services must only require easy-to-use common tools that are included in the Basic Issue Items furnished with and stored on the vehicle during operation. Operator/crew PMCS will include intervals such as: before, during, after, weekly and monthly, as applicable.

e. The contractor shall prepare a Unit PMCS containing Unit level tasks per MIL 40051B. The Unit PMCS shall include intervals such as: quarterly, semiannually, or annually.

f. The contractor shall develop a Maintenance Allocation Chart (MAC) per MIL-STD-40051B. The MAC shall be in the system's assembly/subassembly sequence to conform to the technical. The contractor shall update the MAC throughout the performance period of the work directive, including the results of the contractor's analysis, system testing, validation/verification and review of test results and user comments. In partnership with the OEM, the contractor shall perform an analysis to identify the extent of repair for each potentially repairable item and recommend the maintenance level to perform the work within the Army Maintenance System (AR 750-1, chapter 3, section 3, paragraphs 3-8 through 3-11). The above regulation can be found at the following WEB address:

<http://www.atsc-army.org/cgi-bin/atdl.dll/ar/750-1/ar7501toc.htm>

Variables such as item price, parts prices, failure rates of repairable items and piece parts, labor costs, and the cost of special tools and equipment shall be considered.

g. The contractor shall prepare Components of End Item (COEI) and Basic Issue Items (BII) lists per MIL-STD-40051B.

h. The contractor shall prepare an Additional Authorized List (AAL) per MIL-STD-40051B.

i. The contractor shall prepare an Appendix A, References, per MIL-STD-40051B.

j. The contractor shall prepare a parts cross-reference list showing the Manufacturer's CAGE Code and Part Number, Vendor CAGE Code and Part Number and applicable Government furnished National Stock Numbers (NSNs).

4. ELECTRONIC TECHNICAL MANUALS (ETMs).

a. The contractor shall validate a draft ETM with 100 % hands-on live testing, desktop review or a combination of these methods to ensure the ETM is fully operational. ETM shall be mutually inclusive of data, text, art and format.

b. The contractor shall provide the Government with final draft ETMs per this work directive. All errors discovered by the Government or contractor during validation, and subsequent reviews, shall be corrected by the contractor at no additional cost to the Government. All Government-unique changes to the HIPPO configuration shall be accurately reflected in the ETM at no additional cost.

5. QUALITY ASSURANCE.

a. The contractor is responsible for the quality of all ETMs, and electronic files delivered under this work directive. The contractor shall incorporate effective processes to develop, test and inspect the deliverables of this work. They shall ensure the technical accuracy, usability, completeness, and consistency of the deliverables of this work directive.

b. Validation is performed on text and illustrations developed to meet contract requirements. Therefore, development and validation of data cannot be done simultaneously. Existing data, proven in an Army environment in an existing technical manual, need not be validated. Such data must be reviewed to ensure accurate information and usable incorporation into the current manuals. Validation also includes the contractor's comparative review of all other technical data supporting the system configuration provided. The Government may witness up to 100% of the contractor's validation. If the Government decides to witness the contractor's validation, the contractor shall provide suitable working accommodations for Government personnel at the validation site.

c. The contractor shall support In Process Reviews (IPR) by providing samples of work accomplished to date. They shall also provide evidence of improvements to manual development processes required as a result of past IPR or review comments.

d. The Government may use the ETMs when testing the end items to determine their accuracy and usability.

e. The Government reserves the right to perform separate reviews and testing (verification) for accuracy and usability prior to acceptance of the final deliveries. Verification is the Government's hands-on performance check of contract deliverables to ensure the adequacy of the contractor's preparation and validation efforts.

f. The Government will evaluate the ETMs for compliance with contract requirements, and will determine acceptance based on the evaluation. The Government's usability standard for acceptance, in addition to the requirements previously stated, will be based on the determination that all information is presented in a manner that can be easily identified, found, read and understood. This includes illustration support where needed.

g. If at any time the Government discovers errors or deficiencies in the contractor's deliverables; the contractor shall correct them at no additional cost.

6. GOVERNMENT FURNISHED INFORMATION (GFI).

a. The Government will provide the following information at the Start of Work meeting (if available): the technical manual number, end item NSN, official nomenclature, and distribution statement.

b. The Government will provide updated Army regulations and technical manual numbers and titles for inclusion in Appendix A, References

7. REFERENCE.

The contractor may use the military performance standards MIL-STD-40051B for guidelines and examples of the technical manual and supplemental data content and format. It includes information on technical manual preparation, including assembly, introductory information, theory, operation, troubleshooting, maintenance, repair parts and special tools lists and supporting information previously contained in numerous, separate detailed specifications and standards.

ATTACHMENT 7

RPSTL INSTRUCTIONS

1. PREPARATION INSTRUCTIONS. The contractor shall prepare and deliver the RPSTL or instruction In Accordance With the requirements, quantities, and schedules set forth in the Contract Data Requirements Lists (DD Form 1423) and this attachment.

2. SPECIFICATIONS. The following specifications shall apply. Contractor shall use latest edition available at time of award.

a. MIL STD-40051B(TM) (Notice 1 dated 30 Oct 01), Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals.

b. MIL-STD-40051-5B(TM), Technical Manuals, Parts Information (PI) and RPSTL.

c. ADSM 18-LEA-JBE-ZZZ-UM-05 (dated 9 may 97), Automated Data Systems Manual Commodity Command Standard System Users Manual, RPSTL.

d. ADSM 18-LEA-JBE-ZZZ-UM-06 (dated 3 Jan 00), Automated Data System Manual Commodity Command Standard System Users Manual, Provisioning System.

e. MIL-STD-38784(TM) (Notice 2 dated 1 Dec 00) Military Specification Manuals, Technical: General Style and Format Requirements.

f. TB 750-93-1 (with Change 5, dated 27 Jun 1983) Functional Grouping Codes (FGC): Combat, Tactical, and Support Vehicles and Special Purpose Equipment.

g. MIL-HDBK-38790 (24 Feb 97), Printing Production of Technical Manuals, General Requirements for.

h. MIL-HDBK-1222A (Notice 1 dated 15 Feb 01), Guide to the General Style and Format of U.S. Army Work Package Technical Manuals.

3. Separate RPSTL TM shall be developed.

All FGCs, including Subgroup codes, listed in the Maintenance Allocation Chart (MAC) that are applicable to the maintenance level of the RPSTL shall be listed in the table of contents. If the RPSTL TM includes Depot Level parts, the statement "Including Depot Maintenance Repair Parts" shall be added to the title of the RPSTL TM.

The Repair Parts List shall be in ascending numerical order by functional groups as listed in the MAC. Group numbers shall be assigned in accordance with TB 750-93-1. Figures shall be numbered in ascending sequence throughout the manual.

Additional description or extended nomenclature to the approved federal item name in the provisioning file should be limited.

Only information essential to identifying the assembly or part shall be added (such as "left", "right", "make from," etc.) Exceptions can be made for the following: bolts and screws shall include the size, length, thread class and grade, following the item name. When an assembly is the last item in a given figure and its repair parts are illustrated in the figure immediately following, the parts shall be indented one space more than the assembly.

Kit listing shall be in a separate FGC titled "GROUP 9401 REPAIR KITS". Kits shall fall out in ascending alphanumeric part number sequence (an automatic sort from correct data entry) and shall not be assigned item numbers.

Kit repair parts shall be listed with their applicable figure and appear in item number sequence. The statement "PART OF KIT P/N (kit P/N)" shall follow the item name. This statement appears automatically through correct use of the provisioning and RPSTL data entry process.

Only one FGC shall appear in a figure. The headers for lists shall be all caps and shall contain the same basic wording and information as the associated figure title and functional group title used in the MAC and TB 750-93-1. See example in clarification of ADSM 18-LEA-JBE-ZZZ-UM-05 below. Figure numbers and titles on illustrations shall be upper case for the first letter of principle words.

Contractor shall not deliver 80-column worksheets; all RPSTL TM data entry shall be delivered as a PDF on CD-ROM.

4. DELIVERY SCHEDULE. Deliver RPSTL products IN ACCORDANCE WITH DD Form 1423.

5. GOVERNMENT FURNISHED INFORMATION. The Government will furnish the following information:
  - a. TM Number and TM Code.
  - b. Basis of Issue (BOI) information.
  - c. Provisioning Format output Listing, Summary Parts Index PLISN to Part Number sequence, Summary Parts Index Part Number to PLISN Sequence, Provisioning Technical documentation (PTD) Transaction History, Validation Reject Listing or other provisioning file outputs described by ADSM-18-LEA-JBE-ZZZ-UM-06, paragraph 3.4.1 (as required or requested by contractor)
  - d. ADD ANY OTHER INFORMATION TO BE PROVIDED, e.g., user comments (DA Form 2028) to current manuals, approved engineering changes, copy of current manual(s), or copy of current artwork and drawings.
6. VALIDATION. The contractor shall validate the DEP IN ACCORDANCE WITH Scope of work PARAGRAPH C-18 and Attachment 5.
7. VERIFICATION. Government verification shall be performed IN ACCORDANCE WITH Scope of work PARAGRAPH C-18 and with Attachment 5 and the following: Government may also observe contractor validation, test contents at Government hands-on verification of narrative manuals, and review contractor validation and quality assurance records as part of verification.
8. QUALITY ASSURANCE/QUALITY CONTROL.
  - a. You shall be responsible for the quality of the RPSTL and for developing effective processes to develop, test and inspect the deliverables, ensuring technical accuracy, usability, completeness (within the scope of the contract), consistency and generally meet contract requirements prior to delivery.
  - b. You shall support In Process Reviews (IPRs) by providing samples of work accomplished to date or other requested data and identify improvements to your manuals, data or QA process required as a result of IPR comments. We may witness your validation of the supplemental data and ETMs.
  - c. We may use the RPSTL when testing the end item(s) to determine their accuracy and usability.
  - d. We will evaluate the RPSTL for compliance to contract requirements to determine acceptance. Our usability standard for acceptance of a TM, in addition to requirements already stated, will be based on our determination that all information is presented in such a way that it can be easily identified and found, read and understood, and includes illustration support where needed.
  - e. If we find errors or deficiencies in your deliveries during our reviews or testing, you shall correct them at no additional cost to us.

ATTACHMENT 9

Data Item Description

1. IDENTIFICATION NUMBER. DI-SAFT-80102B

2. TITLE. Safety Assessment Report (SAR)

3. DESCRIPTION/PURPOSE.

3.1 The Safety Assessment Report is a comprehensive evaluation of the safety risks being assumed prior to test or operation of the system or at contract completion. It identifies all safety features of the system, design, and procedural hazards that may be present in the system being acquired, and specific procedural controls and precautions that should be followed.

4. APPROVAL DATE. 950731

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR). F/AFMC-SE

6. a. DTIC APPLICABLE. . b. GIDEP APPLICABLE.

7. APPLICATION/INTERRELATIONSHIP.

7.1 This Data Item Description (DID) contains the content and format preparation instructions for that data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 Data Items which relate to this DID are DI-SAFT-80101B, System Safety Hazard Analysis Report; DI-SAFT-80105B, System Safety Program Progress Report; and DI-SAFT-80106B, Health Hazard Assessment Report.

7.3 This DID supersedes DI-SAFT-80102A.

8. APPROVAL LIMITATION.

9. a. APPLICABLE FORMS. None

b. AMSC NUMBER. F-7139

10. PREPARATION INSTRUCTIONS.

10.1 Source Document. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments and revisions, shall be as reflected in the contract.

10.2 Contents. The Safety Assessment Report (SAR) shall include the following information:

10.2.1 Introduction. State, in narrative form, the purpose of the safety assessment report.

10.2.2 System Description. This section may be developed by referencing other program documentation such as technical manuals, System Program Plan, System Specification, etc., and shall include the following:

a. The purpose and intended use of the system.

b. A brief historical summary of system development.

c. A brief description of the system and its components. Include name, type, model number, and general physical characteristics of the overall system and its major subsystems and components. Software and its roles shall be included in this description.

d. As applicable, a description of any other system(s) which will be tested or operated in combination with this system.

e. As applicable, either photos, charts, flow/functional diagrams, sketches, or schematics to support the system description, test, or operation.

10.2.3 System Operations.

a. A description or reference of the procedures for operating, testing and maintaining the system. Discuss the safety

design features and controls incorporated into the system as they relate to the operating procedures.

b. A description of any special safety procedures needed to assure safe operations, test and maintenance, including emergency procedures.

c. A description of anticipated operating environments, and any specific skills required for safe operation, test, maintenance, transportation or disposal.

d. A description of any special facility requirements or personal equipment to support the system.

10.2.4 Systems Safety Engineering. This section shall include:

a. A summary or reference of the safety criteria and methodology used to classify and rank hazardous conditions.

b. A description of or reference to the analyses and tests performed to identify hazardous conditions inherent in the system.

(1) A list of all hazards by subsystem or major component level that have been identified and considered from the inception of the program in an appendix to this SAR.

(a) A discussion of the hazards and the actions that have been taken to eliminate or control these items.

(b) A discussion of the effects of these controls on the probability of occurrence and severity level of the potential mishaps.

(c) A Discussion of the residual risks that remain after the controls are applied or for which no controls could be applied.

(2) A discussion of or reference to the results of tests conducted to validate safety criteria requirements and analyses.

10.2.5 Conclusions and Recommendations. This section shall include:

a. A short assessment of the results of the safety program efforts. A list of all significant hazards along with specific safety recommendations or precautions required to ensure the safety of personnel and property. The list of hazards will be categorized as to whether or not they may be expected under normal or abnormal operating conditions.

b. For all hazardous materials generated by or used in the system, the following information shall be included.

(1) Material identification as to type, quantity, and potential hazards.

(2) Safety precautions and procedures necessary during use, storage, transportation, and disposal.

(3) A copy of the Material Safety Data Sheet (OSHA Form 20 or DD Form 1813) as required.

c. A statement that the system does not contain or generate hazardous materials (i.e., explosive, toxic, radioactive, carcinogenic, etc.).

d. A statement signed by the contractor system safety manager and the program manager stating that all identified hazards have been eliminated or controlled and that the system is ready to test, operate, or proceed to the next acquisition phase. In addition, include recommendations applicable to the safe interface of this system with the other system(s).

10.2.6 Reference. A list of all pertinent references such as test reports, preliminary operating manuals and maintenance manuals.

ATTACHMENT 10

MATRIX L-23 a.2.

The Offeror shall also complete and provide this which synthesizes the relevant Logistics Experience under each of the up to 7 historical contracts cited by the Offeror as required by provision L-23.

Contract	Scope A	Scope B	Scope C	Scope D	Scope E
Contract 1					
Contract 2					
Contract 3					
Contract 4					
Contract 5					
Contract 6					
Contract 7					

SCOPE A is Providing provisioning data as described in scope of work paragraph C-13 and C-14.

SCOPE B is Use of ADP interfaces as described in scope of work paragraph C-13.

SCOPE C is Use of AMC-P-700-25 in the described in the attachment 02 contract data requirements.

SCOPE D is Providing Engineering Data as described in scope of work paragraph C-10.

Attachment 11

PAST PERFORMANCE QUESTIONNAIRE

1. In Volume V Past Performance of your proposal you are required to identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort, excluding raw material and components/subcomponents). You are directed to provision L-25 of this solicitation for the complete description of the requirements.
2. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.
3. The information in this survey is Source Selection sensitive and may not be released to anyone other than those with the knowledge needed to fill it in and the Source Selection Evaluation Board members. See FAR 3.104
4. Each Offeror is required to produce and to provide a separate questionnaire for each of the seven contracts that you are providing past performance history. The Offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO), or other appropriate contracting individuals for the seven recent/relevant Contracts. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at [laura.artz@us.army.mil](mailto:laura.artz@us.army.mil) no later than five (5) days before the solicitation closing date. You may ask your sub-contractors to submit your past performance history questionnaire directly to by e-mailing to: Laura Artz at [laura.artz@us.army.mil](mailto:laura.artz@us.army.mil)

PAST PERFORMANCE QUESTIONNAIRE

Thank you for participating in our survey. Please e-mail your response to: Laura Artz at [laura.artz@us.army.mil](mailto:laura.artz@us.army.mil). Each Offeror is requested to reproduce this questionnaire and then to provide a separate questionnaire for each contract that you are providing past performance history. If you have any questions call 586-574-7482. Please verify or fill in the following information:

PART I General Information

1. Contractor name:
2. Contract Number
3. Contract type: Firm fixed price or a cost type contract
4. Award Price/Cost
5. Original delivery schedule
6. Final or projected final delivery schedule
7. For other than firm fixed price contracts, the estimated or target cost and the actual cost
8. Your (and any major subcontractors) CCR, CAGE and DUNS numbers
9. Government or commercial contracting activity address, telephone number, and e-mail
10. Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
11. Government or commercial contracting activity technical representative, or COR, telephone number and e-mail
12. Government or commercial contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
13. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation

Please check off all items that were included in the Statement of Work

- Production of fuel and/or water. pumps
- High volume production of 350 GPM pumps
- Developing and delivering DoD Logistics Management Information
- CARC painting system, application and control
- First Article Testing on a 350 GPM Pump

PART II

Rating Scale:

6 = Extremely Effective 5 = Very Effective 4 = Somewhat Effective 3 = Somewhat Ineffective  
2 = Very Ineffective 1 = Extremely Ineffective 0 = Not Applicable / Do Not Know

Instructions for Narratives:

Please include additional narrative information for your responses. At a minimum, if your response is 1, 4, or 5, include an explanation for the rating. For a rating of level 1, describe where the contractor exceeded the requirements or where his performance was superior. Number your narratives with the question number. You may add pages if necessary.

Example explanation of rating of 1:

In completing the design of our widget, XYZ CO.'s engineering team exceeded our performance requirements in the mobility, lethality, and supportability areas of our specification/RFP.

Questions:

1. How effective was contractor's overall technical performance?

6 5 4 3 2 1 0

2. How effective was the contractor in surmounting start-up contract performance difficulties?

6 5 4 3 2 1 0

3. How effective was the contractor in providing timely notification of technically oriented problems encountered during performance of their Scope of Work?

6 5 4 3 2 1 0

4. How effective were the contractor's overall quality assurance measures?

6 5 4 3 2 1 0

5. How effective was the contractor in providing timely notification and alternative courses of action/cost benefit analyses for significant budgetary deviations?

6 5 4 3 2 1 0

6. How effective was the contractor in meeting the contractual delivery schedule?

6 5 4 3 2 1 0

7. How effective was the contractor in reacting to short fuse directions?

6 5 4 3 2 1 0

8. How effective was the contractor in solving contract performance problems without extensive guidance from Government counterparts?

6 5 4 3 2 1 0

9. How effective was the contractor in interfacing with Government counterparts?

6 5 4 3 2 1 0

10. How effective was the contractor overall in satisfying its customer?

6 5 4 3 2 1 0

COMMENTS:

Do you, or any of your immediate family members, have any financial interest in the company you are assessing for this contract ?     Y     N     (Circle One)

If your answer was yes, what is the nature of that financial interest ?

Please fill in the information for each person having input to the responses on this questionnaire.

Name:  
Position/Title/Role related to the contract being evaluated: Office Name:  
Office Symbol:  
Email Address:  
Phone:  
FAX:

Name:  
Position/Title/Role related to the contract being evaluated:  
Office Name:  
Office Symbol:  
Email Address:  
Phone:  
FAX:

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## SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS7311 52.204-4016 01-JUL-2003 TACOM-WARREN ELECTRONIC CONTRACTING  
(TACOM)

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

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

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

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

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

[End of Clause]

AUTO/DEL	AS7007	52.204-4232 (TACOM)	01-DEC-2002	PUBLIC ACTIVITY INVOLVEMENT
AUTO/DEL	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE
AUTO/DEL	AS7854	52.215-4854 (TACOM)	01-JUL-2002	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST
ADDED	AS7888	52.242-4021 (TACOM)	01-JUL-1999	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/DEL	CS6444	52.211-4053 (TACOM)	01-MAR-2000	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
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## SECTION D - PACKAGING AND MARKING

CHANGED	DA6104	252.211-7003	01-JAN-2004	ITEM IDENTIFICATION AND VALUATION
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due,

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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).

"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.

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

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

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

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

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

(c) Unique item identification.

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

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

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

Contract Line, Subline, or Exhibit Line Item Number: to be determined

Item Description: to be determined

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

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

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

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

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

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

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

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

(4) Marking items.

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

(ii) The issuing agency code--

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

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

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(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
  - (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.\*\*

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(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]

CHANGED DS6514 52.211-4514 01-JUN-2004 PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)  
(TACOM)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: -B-
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: -4-

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, 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 markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

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

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

(4) 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>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

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

(f) Hazardous Materials(As applicable):

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

(2) When applicable, 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).

(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.

(g) SUPPLEMENTAL INSTRUCTIONS: MILITARY PACKAGING

(1) Two types of Shipment and Storage are required under this contract.

a. Short term TRANSPORT/Storage (180 days maximum in an unheated warehouse) for application when items are in TRANSPORT. Short term S and S processing instructions shall 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/exercising requirements necessary to prevent the system from deteriorating due to inactivity.

(2) Compliance with Federal and Industry Transportation Requirements. The Government ships using truck, rail, plane, and ship. The Contractor shall develop shipment and storage 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 transport. 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 vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments. The Contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0195	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF6002	52.209-3 (ALT I)	01-SEP-1989	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997))

(a) Since the contractor shall incorporate the same chassis, pump and engine on all three types of pumping assemblies (see C-1), the first article test shall be required on only one of these types of pumping assembly. The first article test shall be in accordance with ATPD 2341 for the Type I, Size 1, Style B.

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(b) The contractor shall use a minimum of three (3) units and no more than six units (6) of CLIN 0021AA, Fuel Regulated 350 GPM Pump, Type I, Size 1, Style B as specified in this contract to complete the first article test. The range of first article units (three to six) is provided to allow the contractor to perform tests in parallel and shorten the duration of testing. At least 45 Calendar days before the beginning of First Article Tests, the Contractor shall notify the Principal Contracting Officer and the Administrative Contracting Officer, in writing, of the time and location of testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract, or if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in that clause, or as otherwise proposed by the contractor and accepted by the Government as specified in Data Item B020.

Marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_; Contract Line Item Number \_\_\_\_\_ The Quality Assurance Representative must review, comment and sign off on the report before it is submitted. Within 30 calendar days after the Government receives the test report, the Principal Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

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

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

[End of Clause]

CHANGED ES6304 52.209-4000 01-MAR-2000 NOTICE REGARDING FIRST ARTICLE TEST SAMPLE  
(TACOM)

(a) The approved first article items, as described elsewhere in this contract, consist of a minimum quantity of THREE (3) but no more than six (6) 350 GPM pumps that will NOT be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. The one of the 350 GPM pumps, that successfully passes all specified tests, will serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

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(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

(d) The other First Article pump unit(s) may be shipped immediately under the Contract provided the Contractor reconditions the unit(s) to meet all terms and conditions of the contract for acceptance.

[End of Clause]

CHANGED ES7032 52.209-4012 01-APR-2000 NOTICE REGARDING FIRST ARTICLE  
(TACOM)

(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]

CHANGED ES7341 52.246-4024 01-APR-2000 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS  
(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.

(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.

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(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]

ADDED	ES7443	52.246-4025 (TACOM)	01-OCT-1997	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT
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ADDED	ES7042	52.246-4048 (TACOM)	01-NOV-1982	DRAWINGS FOR INSPECTION
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SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0023	52.242-15	01-AUG-1989	STOP-WORK ORDER
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AUTO	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
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ADDED	FF0004	52.247-29	01-JUN-1988	F.O.B. ORIGIN
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ADDED	FF0010	52.247-34	01-NOV-1991	F.O.B. DESTINATION
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ADDED	FF0030	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)
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ADDED	FF0034	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
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ADDED	FF0035	52.247-59	01-APR-1984	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
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AUTO/DEL	FS6051	52.242-4022 (TACOM)	01-MAY-2000	DELIVERY SCHEDULE
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CHANGED	FS6457	52.242-4457 (TACOM)	01-OCT-2002	DELIVERY SCHEDULE FOR DELIVERY ORDERS
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(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) For Delivery Order 0001: Start deliveries 30 days after the approval of the First Article Test Report. Subsequent delivery orders will start deliveries 90 days after delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 18 units every 30 days;

(ii) You'll deliver a maximum of 50 units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: at no additional cost to the Government.

(2) Delivery is defined as follows:

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

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

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

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be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) FOR DELIVERY ORDER 0001: I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE APPROVAL OF THE FIRST ARTICLE TEST. 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.

(3) ALTERNATE PROPOSED SCHEDULE FOR DATA or FIRST ARTICLE TEST REPORT:  
[End of Clause]

AUTO/CHANGE FF7030 52.211-16 01-APR-1984 VARIATION IN QUANTITY

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

(b) The permissible variation shall be limited to:

ZERO  percent increase; and  
 ZERO  percent decrease.

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

[End of Clause]

ADDED	FF7369	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS
ADDED	FS7013	52.242-4009 (TACOM)	01-FEB-1998	ACCELERATED DELIVERY--NOTICE OF SHIPMENT
ADDED	FS7446	52.247-4005 (TACOM)	01-AUG-2003	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
AUTO	FS7003	52.247-4017 (TACOM)	01-MAY-2004	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION G - CONTRACT ADMINISTRATION DATA

ADDED	GA0003	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HF0021	52.232-16	01-APR-2003	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)
ADDED	HA0802	252.203-7002	01-DEC-1991	DISPLAY OF DOD HOTLINE POSTER
AUTO	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO/DEL	HA0853	252.225-7001	01-APR-2003	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO/DEL	HA0830	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0811	252.225-7004	01-APR-2003	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	HA0855	252.225-7005	01-APR-2002	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES
AUTO	HA0309	252.225-7013	01-JAN-2004	DUTY-FREE ENTRY

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ADDED	HA0018	252.226-7001	01-OCT-2003	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED	HA0390	252.227-7036	01-JAN-1997	DECLARATION OF TECHNICAL DATA CONFORMITY
ADDED	HA0392	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
AUTO	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	HA0523	252.232-7004	01-OCT-2001	DOD PROGRESS PAYMENT RATES
ADDED	HA0809	252.242-7004	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	HA0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	HA0805	252.246-7001	01-DEC-1991	WARRANTY OF DATA
CHANGED	HF6050	52.216-18	01-OCT-1995	ORDERING

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

CHANGED HF6051 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (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 (54).

(2) Any order for a combination of items in excess of (54).

(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 (10) 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]

AUTO	HA7800	252.225-7003	01-APR-2003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	HS7101	52.204-4005	01-JUN-2004	REQUIRED USE OF ELECTRONIC CONTRACTING
ADDED	HS7541	52.242-4020 (TACOM)	01-MAY-2000	REQUIRED VERIFICATION OF DESTINATIONS
AUTO/CHANGE	HS7301	52.246-4026	01-JAN-2002	LOCAL ADDRESSES FOR DD FORM 250

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(TACOM)

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

(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) 574-7552 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]

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-JUL-2004	DEFINITIONS
AUTO	IF0004	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0165	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0023	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0964	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0028	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
ADDED	IF0030	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
AUTO	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
ADDED	IF0280	52.219-6	01-JUN-2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0069	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO/DEL	IF0070	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN

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ADDED	IF0744	52.219-14	01-DEC-1996	LIMITATIONS ON SUBCONTRACTING
AUTO/DEL	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0445	52.222-19	01-JUN-2004	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0512	52.223-14	01-AUG-2003	TOXIC CHEMICAL RELEASE REPORTING
AUTO	IF0098	52.225-13	01-JAN-2004	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0109	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO/DEL	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO	IF0114	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0118	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0127	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF0362	52.232-25	01-OCT-2003	PROMPT PAYMENT
DELETED	IF0702	52.232-28	01-MAR-2000	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS
ADDED	IF0722	52.232-28	01-MAR-2000	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (Alternate I dated March 2000)
AUTO	IF0703	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0136	52.233-1	01-JUL-2002	DISPUTES

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AUTO	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
ADDED	IF0144	52.242-10	01-APR-1984	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
AUTO	IF0146	52.242-12	01-JUN-2003	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0147	52.243-1	01-AUG-1987	CHANGES--FIXED-PRICE
AUTO	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0229	52.247-1	01-APR-1984	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
AUTO/DEL	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0241	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0280	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
AUTO	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO/DEL	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0936	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE
AUTO	IA0828	252.225-7012	01-JUN-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0885	252.225-7014	01-APR-2003	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
AUTO	IA0829	252.225-7016	01-MAY-2004	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0852	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0654	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0111	252.226-7001	01-SEP-2001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IA0350	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS

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ADDED	IA0624	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA0625	252.227-7017	01-JUN-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	IA0379	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0860	252.242-7000	01-DEC-1991	POSTAWARD CONFERENCE
ADDED	IA0890	252.242-7003	01-DEC-1991	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
AUTO	IA0818	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0444	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
CHANGED	IF6215	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

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

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

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

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

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

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

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that an exception has been granted for the schedule item.

- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

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

[End of Clause]

CHANGED IF6500 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

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

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

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

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) years after date of contract award.

[End of Clause]

AUTO/DEL	IF7990	52.219-4	01-JAN-1999	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS
AUTO/DEL	IF7405	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF7238	52.244-6	01-JUL-2004	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
AUTO	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7622	252.204-7004	01-NOV-2003	ALTERNATE A
AUTO/CHANGE	IA7807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA

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

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

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

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

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

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

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

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

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

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

(b)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

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- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

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

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

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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

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

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

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

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

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

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

[End of Clause]

AUTO	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7196	52.246-4010 (TACOM)	01-MAY-2004	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR ADDRESSES
ADDED	IS7202	52.247-4010 (TACOM)	01-FEB-1994	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS
CHANGED	IS7033	52.247-4011	01-SEP-1978	FOB POINT

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]

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

AUTO	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	KA0298	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE (a)	KF6230	52.219-1	01-MAY-2004	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333911.

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

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

(b) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.

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(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It  is,  is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

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

(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.

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(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]

AUTO	KF7100	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
AUTO	KF7733	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO/DEL	KF7095	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY -- SUPPLIES
AUTO	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO/CHANGE	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE

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

- intends
- does not intend

(Check applicable block)

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

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

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

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

_____	_____
_____	_____
_____	_____

[End of Provision]

AUTO	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
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AUTO	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7511	52.223-13	01-AUG-2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO/DEL	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KF7369	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS
AUTO/DEL	KA7850	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7022	252.225-7020	01-JAN-2004	TRADE AGREEMENTS CERTIFICATE
AUTO	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
CHANGED	KS7035	52.215-4005 (TACOM)	01-OCT-1985	MINIMUM ACCEPTANCE PERIOD

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

(b) The Government requires a minimum acceptance period of ninty (90) calendar days.

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

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

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

[End of Provision]

AUTO	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7279	52.245-4004 (TACOM)	01-JAN-1991	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE
ADDED	KS7002	52.247-4010 (TACOM)	01-FEB-1994	TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0104	52.211-2	01-JAN-2004	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF0106	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO/DEL	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO/DEL	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO/DEL	LF0019	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)

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ADDED	LF0020	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))
ADDED	LF0040	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
ADDED	LF0043	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
AUTO	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO	LA0010	252.209-7003	01-MAR-1998	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
CHANGED	LS6309	52.209-4005 ALT I	01-FEB-1998	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)

(a) All offerors are required to insert an amount for 0021AB which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for 0021AB will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

(c) See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

[End of Provision]

AUTO	LF7611	52.216-1	01-APR-1984	TYPE OF CONTRACT
AUTO	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-2000	HQ-AMC LEVEL PROTEST PROCEDURES
ADDED	LS7304	52.209-4007 (TACOM)	01-DEC-1980	PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL
ADDED	LS7307	52.209-4008 (TACOM)	01-APR-1986	CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL
AUTO	LS7830	52.211-4047 (TACOM)	01-APR-2000	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
AUTO/CHANGE	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

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

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

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

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

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that

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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]

AUTO	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
AUTO/DEL	LS7850	52.215-4850 (TACOM)	01-SEP-2004	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-1997	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-1999	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
CHANGED	LS7443	52.246-4051 (TACOM)	01-FEB-1998	OFFEROR'S QUALITY ASSURANCE SYSTEM

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0050	52.247-45	01-APR-1984	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION
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ADDED	MF0051	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	MF0052	52.247-47	01-JUN-2003	EVALUATION--F.O.B. ORIGIN
AUTO	MS7311	52.209-4011 (TACOM)	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD