

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 63
2. Contract No.	3. Solicitation No. W15P7T-04-R-C002	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004JUN09	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-G FORT MONMOUTH, NJ 07703-5008		Code W15P7T	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in HTTPS://ABOP.MONMOUTH.ARMY.MIL until 02:00pm (hour) local time 2004JUL12 (Date).

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

10. For Information Call:	Name BRITTNEY BENINCASA E-mail address: BRITTNEY.BENINCASA@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)427-1371
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

PIIN/SIIN W15P7T-04-R-C002

MOD/AMD

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REPRINT**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.6106 NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
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(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), John Adamitis, (732) 532-3473. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-3028. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Mrs. Kathleen T. Walk
AMSEL-ACSB-B
Fort Monmouth, NJ 07703-5008

A-2	52.6307 EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. Rechargeable, Self Heated, Nickel Cadmium, Vented, Aircraft Batteries; Rechargeable, Nickel-Cadmium Vented Cells, and Harness Assembly, Heater/Control for BB-558A

2. Program Objectives/Needs. Batteries and spares for the Apache, Chinook CH-47, Cobra AH-1G and Kiowa OH-58D

3. Delivery Schedule. See Attachment 013

4. Government Testing Requirements. See Exhibits A through F

5. Type of Contract. Firm Fixed Price

6. Format of the Contract. Indefinite Delivery/Indefinite Quantity

7. Nature of the Work. Production of Batteries and Spares

8. Unusual/Specific Aspects of the Acquisition. The Government intends to award up to four five-year Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts. Offeror's prices shall be evaluated based on the total price for each group to determine who gets the award. The minimum quantity guaranteed for each group is shown in Attachment 14.

9. Source Selection Methodology. This Omnibus Aircraft Batteries & Spares Acquisition is a best value source selection for four groups of batteries and spares, each of which will be evaluated and awarded independently. Proposals for any individual battery group shall be divided into three volumes, Technical, Price and Performance Risk. The best value proposal(s) will be determined pursuant to the Basis of Award as set forth in Section M of this solicitations. It is the Government's intent to make up to fours awards. This effort will provide batteries to meet the average monthly demands of the user in a cost effective manner for a five-year period.

10. Negotiated Procurements. Offerors to submit their best proposals

11. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

A-4	PROGRAM YEARS
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The resultant contract will be a 5 (five) year Indefinite Delivery / Quantity (ID/IQ) contract with 5 (five) separate Program Years as follows:

Program Year 1 = 1 thru 365 Days After Contract (DAC),

Program Year 2 = 366 thru 730 DAC,

Name of Offeror or Contractor:

Program Year 3 = 731 thru 1095 DAC,

Program Year 4 = 1096 thru 1460 DAC,

Program Year 5 = 1461 thru 1825 DAC.

*** END OF NARRATIVE A 002 ***

A-5 MINIMUM / MAXIMUM QUANTITIES

The Minimum Guaranteed Amount for this contract action is the First Article related costs associated with the batteries. The Maximum Quantity for each battery over the life of the contract are specified in Attachment 015. There is no guarantee of further procurement beyond the Minimum Guaranteed Amount after the initial order for the Minimum Guaranteed Amount as specified. See FAR 52.216-22, Indefinite Quantity (Subsection I-68), for additional information related to the Minimum and Maximum Quantity.

*** END OF NARRATIVE A 003 ***

A-4
MULTIPLE AWARDS

The Government reserves the right to make up to four awards.

*** END OF NARRATIVE A 004 ***

A-6 BATTERY GROUPS/CLIN CROSS REFERENCE

The following is a Section B Battery, CLIN/SLIN and Description cross reference:

GROUP ONE

NOUN	CLIN/SLIN	DESCRIPTION
Battery BB-664/A	0001AA	Production Quantity
	0002AA	First Article Fabrication and Test
	0002AB	First Article Test Plan
	0002AC	First Article Test Report
	0003AA	Safety Assessment Requirement
	0004AA	Material Safety Data Sheet
Harness BB-648	0005AA	Production Quantity
Cell 475/A (19 per PG)	0006AA	Production Quantity
	0007AA	Material Safety Data Sheet

GROUP TWO

Battery BB-432B/A	0008AA	Production Quantity
	0009AA	First Article Fabrication and Test
	0009AB	First Article Test Plan
	0009AC	First Article Test Report
	0010AA	Safety Assessment Report
	0011AA	Material Safety Data Sheet
Cell BB-599A/A (19 per PG)	0012AA	Production Quantity
	0013AA	Material Safety Data Sheet

GROUP THREE

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 63**

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REPRINT

Name of Offeror or Contractor:

Cell 648A/A	0014AA	Production Quantity
(19 per PG)	0015AA	First Article Fabrication and Test
	0015AB	First Article Test Plan
	0015AC	First Article Test Report
	0016AA	Safety Assessment Requirement
	0017AA	Material Safety Data Sheet

GROUP FOUR

NOUN	CLIN/SLIN	DESCRIPTION
Battery BB-558/A	0018AA	Production Quantity
	0019AA	First Article Fabrication and Test
	0019AB	First Article Test Plan
	0019AC	First Article Test Report
	0020AA	Safety Assessment Requirement
	0021AA	Material Safety Data Sheet
Harness BB-558	0022AA	Production Quantity
Cell 559/A	0023AA	Production Quantity
(19 per PG)	0024AA	Material Safety Data Sheet

CLINS 0025AA THROUGH 0030AA ARE SAVED FOR FUTURE USE

0031AA	Configuration Control Documents- Applies to all batteries for all Program Years.
0032AA	Failure Analysis and Corrective Action Report- Applies to all batteries for all Program Years

*** END OF NARRATIVE A 005 ***

A-8 PRICING INPUT

All prices shall be input into Section J, Attachment 015. Offerors must provide prices (or NSP), for all items. Failure to do so may result in the proposal being rejected as unacceptable. The unit prices will be copied into a new Attachment 015 at contract award.

*** END OF NARRATIVE A 007 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 6140-01-307-1326 FSCM: 80063 PART NR: MIL-PRF 49450/15(CR) SECURITY CLASS: Unclassified				
0001AA	<p><u>GROUP ONE</u></p> <p>NOUN: BB-664/A BATTERY</p> <p>Battery BA-664/A in accordance with Section J, Attachment 001, Statement of Work; Attachment 002, MIL-PRF-49450B(CR), Attachment 003, MIL-PRF-49450/15(CR), Attachment 004, MIL-PRF-49450/16(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	accordance with Section F, Delivery. (End of narrative F001)				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>GROUP ONE</u></p> <p>NOUN: FIRST ARTICLE FAB & TEST</p> <p>First Article Fabrication and Test for BB-664/A IAW the Statement of Work, Associated Performance Specifications, and the documents contained herein.</p> <p>This SLIN, if priced, shall include only those costs associated with the Contractor and Government First Article Test Units and Testing.</p> <p>Acceptance for SLIN 0002AA is contingent on Government Approval of the First Article Test Report contained in SLIN 0002AC. The contractor shall submit the DD250s for SLINs 0002AA concurrent with the submittal of the First Article Test Report for Government Approval.</p> <p>See Section H for additional First Article Test information.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Delivery shall be in accordance with Section J, Attachment 013.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>GROUP ONE</u></p> <p>NOUN: FIRST ARTICLE TEST PLAN</p> <p>The First Article Test Plan for BB-664/A shall be prepared in accordance with Section J, Exhibit A.</p> <p>This SLIN, if priced, shall only contain those costs associated with the preparation and submittal of the First Article Test Plan.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p style="text-align: center;">(End of narrative B001)</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>Delivery of the First Article Test Plan shall be in accordance with Section J, Attachment 013, and Exhibit A. See Section H for additional First Article Information.</p> <p style="text-align: center;">(End of narrative F001)</p>		LO	\$ _____	\$ _____
0002AC	<p><u>GROUP ONE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>The First Article Test Report for BB-664/A shall be prepared in accordance with Section J, Exhibit B.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Delivery of the First Article Test Report shall be in accordance with Section J, Attachment 013, and Exhibit B. See Section H for additional First Article information. (End of narrative F001)				
0003	SECURITY CLASS: Unclassified				
0003AA	<u>GROUP ONE</u> NOUN: SAFETY ASSESSMENT REPORT The Safety Assessment Report (SAR) for BB-664/A shall be prepared in accordance with Section J, Exhibit D. See Section H for additional SAR information. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination Delivery of the SAR shall be in accordance with Section J, Attachment 013, and Exhibit D. See Section H for additional SAR information. (End of narrative F001)		LO	\$ _____	\$ _____
0004	SECURITY CLASS: Unclassified				
0004AA	<u>GROUP ONE</u> NOUN: MATERIAL SAFETY DATA SHEET The Material Safety Data Sheet (MSDS) for BB-664/A shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative F001)</p>				
0005	<p>NSN: 5995-01-315-1364 FSCM: 80063 PART NR: MIL-PRF-49450/16(CR) SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>GROUP ONE</u></p> <p>NOUN: HARNESS</p> <p>Harness for the BA-664/A Battery in accordance with Section J, Attachment 001, Statement of Work; Attachment 002, MIL-PRF-49450B(CR), Attachment 004, MIL-PRF-49450/16(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>				
0006	<p>NSN: 6140-01-073-3206 FSCM: 80063 PART NR: MIL-PRF-49450/12(CR) SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>GROUP ONE</u></p> <p>NOUN: CELL BB-475/A</p> <p>Cell BB-475 in accordance with Section J, Attachment 001, Statement of Work; Attachment 02, MIL-PRF-49459B(CR), Attachment 005, MIL-PRF-49450/12(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard</p>		PK	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>GROUP ONE</u></p> <p>NOUN: MATERIAL SAFETY DATA SHEET</p> <p>The Material Safety Data Sheet (MSDS) for BB-648/A Cell shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative B001)</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>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0008	NSN: 6140-01-134-2277				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	<p>FSCM: 80063 PART NR: MIL-PRF 49450/9(CR) SECURITY CLASS: Unclassified</p> <p><u>GROUP TWO</u></p> <p>NOUN: BB-432B/A BATTERY</p> <p>Battery BA-664/A in accordance with Section J, Attachment 001, Statement of Work; Attachment 002, MIL-PRF-49450B(CR), Attachment 006, MIL-PRF-49450/9(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>GROUP TWO</u></p> <p>NOUN: FIRST ARTICLE FAB & TEST</p> <p>First Article Fabrication and Test for BB-432B/A IAW the Statement of Work, Associated Performance Specifications, and the documents contained herein.</p> <p>This SLIN, if priced, shall include only those cost associated with the Contractor and Government First Article Test Units and Testing.</p> <p>Acceptance for SLIN 0009AA is contingent on Government Approval of the First Article Test Report contained in SLIN 0009AC. The contractor shall submit the DD250s for SLIN 0009AA concurrent with the submittal of the First Article Test Report for Government Approval.</p> <p>See Section H for additional First Article Test information.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Delivery shall be in accordance with Section J, Attachment 013.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0009AB	<u>GROUP TWO</u>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FIRST ARTICLE TEST PLAN</p> <p>The First Article Test Plan for BB-432B/A Battery hall be prepared in accordance with Section J, Exhibit A.</p> <p>This SLIN, if priced, shall only contain those costs associated with the preparation and submittal of the First Article Test Plan.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p>(End of narrative B001)</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>Delivery of the First Article Test Plan shall be in accordance with Section J, Attachment 013, and Exhibit A. See Section H for additional First Article Information.</p> <p>(End of narrative F001)</p>				
0009AC	<p><u>GROUP TWO</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>The First Article Test Report for BB-432B/A Battery shall be prepared in accordance with Section J, Exhibit B.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p>(End of narrative B001)</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>Delivery of the First Article Test Report shall be in accordance with Section J, Attachment 013, and</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Exhibit B. See Section H for additional First Article information. (End of narrative F001)				
0010	SECURITY CLASS: Unclassified				
0010AA	<u>GROUP TWO</u> NOUN: SAFETY ASSESSMENT REPORT The Safety Assessment Report (SAR) for BB-432B/A Battery shall be prepared in accordance with Section J, Exhibit D. See Section H for additional SAR information. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination Delivery of the SAR shall be in accordance with Section J, Attachment 013, and Exhibit D. See Section H for additional SAR information. (End of narrative F001)		LO	\$ _____	\$ _____
0011	SECURITY CLASS: Unclassified				
0011AA	<u>GROUP TWO</u> NOUN: MATERIAL SAFETY DATA SHEET The Material Safety Data Sheet (MSDS) for BB-432B/A Battery shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative F001)</p>				
0012	<p>NSN: 6140-01-073-3124 FSCM: 80063 PART NR: MIL-PRF-49450/10(CR) SECURITY CLASS: Unclassified</p>				
0012AA	<p><u>GROUP TWO</u></p> <p>NOUN: CELL BB-599A/A</p> <p>Cell BB-475 in accordance with Section J, Attachment 001, Statement of Work; Attachment 02, MIL-PRF-49450B(CR), Attachment 008, MIL-PRF-49450/10(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p>		PK	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>				
0013	SECURITY CLASS: Unclassified				
0013AA	<p><u>GROUP TWO</u></p> <p>NOUN: MATERIAL SAFETY DATA SHEET</p> <p>The Material Safety Data Sheet (MSDS) for BB-599A/A Cell shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative B001)</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>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0014	<p>NSN: 6140-01-071-8560 FSCM: 80063 PART NR: MIL-PRF-49450/14(CR) SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA	<p><u>GROUP THREE</u></p> <p>NOUN: CELL BB-648A/A</p> <p>Cell BB-648A/A in accordance with Section J, Attachment 001, Statement of Work; Attachment 02, MIL-PRF-49450B(CR), Attachment 007, MIL-PRF-49450/14(CR), Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>		PK	\$ _____	\$ _____
0015	SECURITY CLASS: Unclassified				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AA	<p><u>GROUP THREE</u></p> <p>NOUN: FIRST ARTICLE FAB & TEST</p> <p>First Article Fabrication and Test for BB-432B/A IAW the Statement of Work, Associated Performance Specifications, and the documents contained herein.</p> <p>This SLIN, if priced, shall include only those cost associated with the Contractor and Government First Article Test Units and Testing.</p> <p>Acceptance for SLIN 0015AA is contingent on Government Approval of the First Article Test Report contained in SLIN 0015AC. The contractor shall submit the DD250s for SLIN 0015AA concurrent with the submittal of the First Article Test Report for Government Approval.</p> <p>See Section H for additional First Article Test information.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Delivery shall be in accordance with Section J, Attachment 013.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0015AB	<p><u>GROUP THREE</u></p> <p>NOUN: FIRST ARTICLE TEST PLAN</p> <p>The First Article Test Plan for BB-648A/A Cell shall</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>be prepared in accordance with Section J, Exhibit A.</p> <p>This SLIN, if priced, shall only contain those costs associated with the preparation and submittal of the First Article Test Plan.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p style="text-align: center;">(End of narrative B001)</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>Delivery of the First Article Test Plan shall be in accordance with Section J, Attachment 013, and Exhibit A. See Section H for additional First Article Information.</p> <p style="text-align: center;">(End of narrative F001)</p>				
0015AC	<p><u>GROUP THREE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>The First Article Test Report for BB-648A/A Cell shall be prepared in accordance with Section J, Exhibit B.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p style="text-align: center;">(End of narrative B001)</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>Delivery of the First Article Test Report shall be in accordance with Section J, Attachment 013, and Exhibit B.</p> <p>See Section H for additional First Article information.</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
0016	SECURITY CLASS: Unclassified				
0016AA	<p><u>GROUP THREE</u></p> <p>NOUN: SAFETY ASSESSMENT REPORT</p> <p>The Safety Assessment Report (SAR) for BB-648A/A Cell shall be prepared in accordance with Section J, Exhibit D. See Section H for additional SAR information.</p> <p>(End of narrative B001)</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>Delivery of the SAR shall be in accordance with Section J, Attachment 013, and Exhibit D. See Section H for additional SAR information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0017	SECURITY CLASS: Unclassified				
0017AA	<p><u>GROUP THREE</u></p> <p>NOUN: MATERIAL SAFETY DATA SHEET</p> <p>The Material Safety Data Sheet (MSDS) for BB-648A/A Cell shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p style="text-align: center;">(End of narrative F001)</p> <p>NSN: 6140-01-186-8802 FSCM: 80063 PART NR: A3263275/A3168554 SECURITY CLASS: Unclassified</p>				
0018AA	<p><u>GROUP FOUR</u></p> <p>NOUN: BB-558/A BATTERY</p> <p>Battery BA-558/A in accordance with Section J, Attachment 001, Statement of Work; Attachment 009, Performance Specification A3263275, Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p style="text-align: center;">(End of narrative F001)</p>				
0019	SECURITY CLASS: Unclassified				
0019AA	<p><u>GROUP FOUR</u></p> <p>NOUN: FIRST ARTICLE FAB & TEST</p> <p>First Article Fabrication and Test for BB-558/A IAW the Statement of Work, Associated Performance Specifications, and the documents contained herein.</p> <p>This SLIN, if priced, shall include only those cost associated with the Contractor and Government First Article Test Units and Testing.</p> <p>Acceptance for SLIN 0019AA, is contingent on Government Approval of the First Article Test Report contained in SLIN 0019AC. The contractor shall submit the DD250s for SLIN 0019AA, concurrent with the submittal of the First Article Test Report for Government Approval.</p> <p>See Section H for additional First Article Test information.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AB	<p>INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Delivery shall be in accordance with Section J, Attachment 013.</p> <p>(End of narrative F001)</p> <p><u>GROUP FOUR</u></p> <p>NOUN: FIRST ARTICLE TEST PLAN</p> <p>The First Article Test Plan for BB-558/A Battery shall be prepared in accordance with Section J, Exhibit A.</p> <p>This SLIN, if priced, shall only contain those costs associated with the preparation and submittal of the First Article Test Plan.</p> <p>See Section H for additional information regarding First Article Testing.</p> <p>(End of narrative B001)</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>Delivery of the First Article Test Plan shall be in accordance with Section J, Attachment 013, and Exhibit A. See Section H for additional First Article Information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0019AC	<p><u>GROUP FOUR</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>The First Article Test Report for BB-558/A Battery shall be prepared in accordance with Section J, Exhibit B.</p> <p>See Section H for additional information</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>regarding First Article Testing.</p> <p>(End of narrative B001)</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>Delivery of the First Article Test Report shall be in accordance with Section J, Attachment 013, and Exhibit B.</p> <p>See Section H for additional First Article information.</p> <p>(End of narrative F001)</p>				
0020	SECURITY CLASS: Unclassified				
0020AA	<p><u>GROUP FOUR</u></p> <p>NOUN: SAFETY ASSESSMENT REPORT</p> <p>The Safety Assessment Report (SAR) for BB-558/A Battery shall be prepared in accordance with Section J, Exhibit D. See Section H for additional SAR information.</p> <p>(End of narrative B001)</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>Delivery of the SAR shall be in accordance with Section J, Attachment 013, and Exhibit D. See Section H for additional SAR information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	SECURITY CLASS: Unclassified				
0021AA	<p><u>GROUP FOUR</u></p> <p>NOUN: MATERIAL SAFETY DATA SHEET</p> <p>The Material Safety Data Sheet (MSDS) for BB-558/A Battery shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative B001)</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>Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0022	<p>NSN: 6140-01-272-4997</p> <p>FSCM: 80063</p> <p>PART NR: A3263275/A3168557</p> <p>SECURITY CLASS: Unclassified</p>				
0022AA	<p><u>GROUP FOUR</u></p> <p>NOUN: HARNESS FOR BB-558/A</p> <p>Harness for the BA-558/A Battery in accordance with Section J, Attachment 001, Statement of Work; Attachment 009 Performance Specification A3263275, Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>				
0023	<p>NSN: 6140-01-211-9906 FSCM: 80063 PART NR: A3263275/A3168555 SECURITY CLASS: Unclassified</p>				
0023AA	<p><u>GROUP FOUR</u></p> <p>NOUN: CELL BB-559/A</p> <p>Cell BB-475 in accordance with Section J, Attachment 001, Statement of Work; Attachment 009, Performance Specification A326375/A3168555, Attachment 012, Exceptions to Specifications, and all associated documents contained herein.</p> <p>Pricing for this battery is contained in Section J, Attachment 015.</p> <p>Program Years are defined in Section A.</p>		PK	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW REQUIREMENTS CONTAINED HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging shall be in accordance with Standard Practice For Commercial Packaging (ASTM D 3951-98), Section D, and the other requirements contained herein.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>The shipping address for each delivery order will be to New Cumberland, PA.</p> <p>Deliveries for the First Delivery Order shall be made in accordance with Section J, Attachment 014.</p> <p>Subsequent Delivery Orders shall be delivered in accordance with Section F, Delivery.</p> <p>(End of narrative F001)</p>				
0024	SECURITY CLASS: Unclassified				
0024AA	<p><u>GROUP FOUR</u></p> <p>NOUN: MATERIAL SAFETY DATA SHEET</p> <p>The Material Safety Data Sheet (MSDS) for BB-559/A Cell shall be in accordance with Section J, Exhibit E. See Section H for additional MSDS information.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination Delivery of the MSDS shall be in accordance with Section J, Attachment 013, and Exhibit E. See Section H for additional MSDS information. (End of narrative F001)				
0031AA	SECURITY CLASS: Unclassified				
0031AA	<u>DATA ITEM</u> Configuration Control Documents in accordance with Section J, Exhibit F. (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J, EXHIB F <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Configuration Control Documents shall be submitted in accordance with Section J, Exhibit F. (End of narrative F001)		LO	\$ ** NSP **	\$ ** NSP **
0032	SECURITY CLASS: Unclassified				
0032AA	<u>DATA ITEM</u> Failure Analysis and Corrective Action Report in accordance with Section J, Exhibit C. (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J, EXHIB C		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Failure Analysis and Corrective Action Report shall be submitted in accordance with Section J, Exhibit C.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999

1. The Document Summary List (DSL) (Attachment Nr 010) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME	DOCUMENT TITLE	DOCUMENT DATE
(CONTRACT REFERENCE)		DOCUMENT CATEGORY
APPLICABLE TAILORING		

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 1 July 2003 and DODISS Supplement dated 1 November 2003 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated 11 April 2003. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

Name of Offeror or Contractor:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-82). When applicable, obtain this document from:

American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C002 MOD/AMD	Page 33 of 63 REPRINT
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Name of Offeror or Contractor:

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

C-2 52.6930 POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK) SEP/1992

Within 60 days after contract award, a Post-Award Orientation Conference may be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C002	MOD/AMD	Page 34 of 63 REPRINT
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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-2 52.7047	BAR CODE MARKING	OCT/2001
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Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
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-1-

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(End of Clause)

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Name of Offeror or Contractor:

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-
(City, County, State)Packaging and Packing: -2-
(City, County, State)Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)Operator: -5-
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-2	52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: -1-Initiating Activity: -2-
(Item/Project Manager)Controlled Item Report Requirements: -3-Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Brittney Benincasa

Organization Code: AMSEL-ACCA-RT-G (BEN)

Telephone Area Code and No.: (732)427-1371

DSN/Autovon No.: 987-1371

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b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-
(City, State,
Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Instructions to Contract Ordering Officer
- Instructions to Administrative Contracting Officer*
- Instructions to other Defense Contract Management Command personnel*
- Instructions to Defense Finance Administration Services
- Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-4 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

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Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Office 2000

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. 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.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) 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. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: John.Adamitis@mail1.monmouth.army.mil
The Contract Specialist's e-mail address is:
Brittney.Benincasa@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: Long.Phan@mail1.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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ATTN: CECOM Packaging Section
AMSEL-LEO-E-ET-3 (Al Gregor)
Fort Monmouth, NJ 07703-5000

(3) Garrison Commander

U.S. Army Garrison
ATTN: SELFM-CO
Fort Monmouth, NJ 07703-5000

(4) Garrison Commander

U.S. Army Garrison Safety Office
ATTN: SELFM-SO (Fred Mangino)
Fort Monmouth, NJ 07703-5000

(5) Chief

LOGSA Packaging, Storage and Containerization Center
ATTN: AMXLS-TP
11 Hap Arnold Blvd.
Tobyhanna, PA 18466-5097

(6) Commander

(All consignees/destinations for deliveries
as identified in Section B of this contract.)

(b) The contractor shall provide the supplemental data on the attached CECOM Material Safety Data Sheet (CMSDS) form (i.e., AMSEL Form 1164) and the SUPPLEMENTAL QUESTIONNAIRE (SQ) regarding the commodity. There shall be NO BLANK ENTRIES in the CMSDS or the SQ. Each form must be completed in its entirety. All information shall be typed, legibly hand lettered or printed on the form. In accordance with this contract and Federal Standard (Fed Std) 313, this letter shall transmit:

(1) A completed CMSDS, AMSEL Form 1164, for the contracted commodity no later than 90 days prior to delivery. The CMSDS shall be prepared for each initial shipment of any and all commodities under this contract. Copies of previously prepared CMSDSs may be submitted with a new contract provided the formulation of the commodity has not changed. In accordance with the requirements of Fed Std 313, any change in formulation requires submission of a revised CMSDS within 90 days. Unless a CMSDS is received by the above addressees, release for shipment may be withheld. The following instructions apply to the commodity CMSDS:

(i) The contractor shall analyze the commodity's hazardous waste (HW) characteristics in accordance with the provisions of the latest edition of Title 40 Code of Federal Regulations Part 261, Identification and Listing Of Hazardous Waste. The analytical findings and disposal recommendations will be reported in the commodity's CMSDS, under Waste Disposal Method of Section VII, Precautions for Safe Handling and Use. A change in formulation requires a new CMSDS; revised findings and recommendations must be reported on the commodity's new CMSDS. An analysis to determine HW characteristics shall only be done (A) initially, (B) when a formulation change affects HW characteristics, or (C) when a change in federal regulations dictate a new analysis. Previous HW characteristic analytical findings and disposal recommendations shall continue to be reported as long as the commodity formulation and federal regulations have not changed.

(ii) Above Section I of the AMSEL Form 1164 inscribe:

Contract Number:
Date CMSDS Prepared:
Date CMSDS Submitted:

(iii) In the block identified as Federal Stock Number of Section I of the AMSEL Form 1164, provide:

National Stock Number (NSN):
Type/Part Number:

(2) A completed SQ should be attached to the transmittal letter along with the required CMSDS. You may provide your response on a copy of this SQ as your required submission.

SUPPLEMENTAL QUESTIONNAIRE

(1) Have you previously submitted an CMSDS for this commodity (i.e., NSN)

Yes____ No____

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If Yes, provide previous date submitted and contract number.

Date: Contract No.:

(2) Is the item considered to be hazardous for international transportation under criteris established by:

- International Civil Aviation Organization Yes___ No___
International Air Transport Association Yes___ No___
International Maritime Organization Yes___ No___

"If Yes, provide the appropriate United Nations (UN) Identification (ID) Number required for transportation of this hazardous commodity.

UN ID No.:

"(3) Have you developed UN Performance Oriented Packaging (POP) for this commodity

Yes___ No___

"(4) If the commodity is hazardous for international transportation, has your commercial packaging been certified to meet UN POP requirements

Yes___ No___

If Yes, provide point of contact (POC), telephone number and address where the test report is retained.

POC: _____

TELEPHONE NO.: _____

ADDRESS: _____

(END OF SUPPLEMENTAL QUESTIONNAIRE)

3. If you believe the commodity is not hazardous, you are still required to complete (i) Section I of the CMSDS, (ii) the requirements of para. 2a(2) above, and (iii) answer supplemental questions on the SQ. Submit this information via your transmittal letter to the addressees, per paragraph 1 above.

H-8 ADDITIONAL FIRST ARTICLE INFORMATION/REQUIREMENTS

Section J, Attachment 013 & 014 contains the delivery schedule for Data Items and Batteries. These Attachments 013 & 014 provide the initial delivery schedule with and without First Article Testing (FAT) Requirements (should the Government decide to waive First Article).

If, during the course of the contract, and after award of the First Delivery Order and successful completion of FAT for a particular battery, a FAT has to be repeated due to a long break in production or any other reason the Government determines necessary for a repeat of First Article, the Government may re-order the FAT Fabrication & Test and FAT Report SLINs. If re-ordered, the following schedule will apply:

- FAT Fabrication and Test: Due 60 days after release of Delivery Order containing the requirement.
FAT Report: Due 120 days after release of the Delivery Order containing the requirement.
First Delivery of Batteries: 180 days after release of the Delivery Order containing the requirement.

The First Article Test Plan will be required upon award of the First Delivery Order issued for a FAT requirement. However, for subsequent FAT orders the FAT Plan may not be required as it has been determined that the FAT Plan is a one time document that can be used for a FAT performed anytime during the contract.

Because the Government may order a FAT to be performed at any time deemed necessary during the life of the contract, the FAT Fabrication and Test SLINs and FAT Report SLINs, if priced, SHALL NOT contain any battery non-recurring engineering costs. The FAT Fabrication and

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Test SLINs, if priced, SHALL ONLY contain those costs necessary to build and test the required FAT samples. The FAT Report SLINs, if priced, SHALL ONLY contain those costs necessary to generate the FAT Report.

*** END OF NARRATIVE H 001 ***

H-9 ADDITIONAL SAFETY ASSESSMENT REPORT (SAR) and MATERIAL SAFETY DATA SHEET (MSDS) INFORMATION/REQUIREMENTS

The SAR and MSDS may be ordered, at the discretion of the Government, in the First Delivery Order for First Article and/or battery requirements.

*** END OF NARRATIVE H 002 ***

H-10 The Contract Data Requirements List (CDRLs), DD Form 1423, attached in Section J, Exhibits A thru F, apply to all years of the contract.

*** END OF NARRATIVE H 003 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT 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	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-15	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01)	JAN/2002
I-16	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-23	52.225-8	DUTY- FREE ENTRY	FEB/2000
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.227-09	REFUND OF ROYALTIES	APR/1984
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.232-01	PAYMENTS	APR/1984
I-30	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-17	INTEREST	JUN/1996
I-32	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-33	52.232-25	PROMPT PAYMENT	OCT/2003
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-38	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-39	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-40	52.248-1	VALUE ENGINEERING	FEB/2000
I-41	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-42	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-44	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-45	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-46	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-47	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-48	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-49	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-50	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-51	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-52	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-53	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002

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I-54	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-55	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-58	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-59	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-60	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-61	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-62	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-63	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-64	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-65	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-66	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-67	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-68	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-69	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-70	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I (JAN 1997)	SEP/1989

(a) The Contractor shall test 3 unit(s) of SLINs 0001AA, 0008AA, and 0018AA, Batteries and 76 cells organized into four equal number cell groups (19 cells each) for SLIN 0014AA as specified in this contract. At least 14 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within (See Section J, Exhibit B, Block 12) days from the date of this contract to (See Section J, Exhibit B, Block 14) marked 'FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. _____.' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state 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 the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for 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)

Name of Offeror or Contractor:

I-71 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) AND ALTERNATE I SEP/1989
(JAN 1997)

(a) The Contractor shall deliver 3 units(s) of SLINs 0001AA, 0008AA, and 0018AA Batteries, and 76 Cells organized into four equal number cell groups (19 cells each) for SLIN 0014AA as specified in this contract within 14 calendar days from the date of this contract to the Government at (See Section J, Attachment 01, Statement of Work for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

(h) Before first article approval, the 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.

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

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

(End of clause)

I-72 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 award through and including 1,825 days 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

Name of Offeror or Contractor:

may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-73 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 the Minimum Order per Table 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 the Maximum Order per Table 1;

(2) Any order for a combination of items in excess of the Maximum Order per Table 1; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 3 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.

TABLE ONE, GROUP ONE

CLIN	NOUN	UNIT OF ISSUE	MINIMUM ORDER	MAXIMUM ORDER
0001	BB-664/A Battery	EA	50	500
0005	Harness BB-648	EA	100	1200
0006	Cell 475/A	PK (19)	50	1000

TABLE ONE, GROUP TWO

CLIN	NOUN	UNIT OF ISSUE	MINIMUM ORDER	MAXIMUM ORDER
0008	BB-432B/A Battery	EA	50	500
0012	Cell 599A/A	PK (19)	50	750

TABLE ONE, GROUP THREE

CLIN	NOUN	UNIT OF ISSUE	MINIMUM ORDER	MAXIMUM ORDER
0014	Cell 475/A	PK (19)	25	250

TABLE ONE, GROUP FOUR

CLIN	NOUN	UNIT OF ISSUE	MINIMUM ORDER	MAXIMUM ORDER
0018	BB-558/A Battery	EA	20	250
0022	Harness BB-558	EA	75	1000
0023	Cell 559/A	PK (19)	25	500

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(End of clause)

I-74 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 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 eighteen (18) months beyond end of ordering period five (5) unless mutually agreed by the parties.

(End of clause)

I-75 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

'Supplies,' means the end item furnished by the Contractor and related services required under the contract. The word does not include 'data.'

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for two years duration of warranty from signed DD 250.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and 'fitness for a particular purpose' are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

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(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

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52.227-03

PATENT INDEMNITY (ALTERNATE II)

APR/1984

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

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I-77 52.243-07 NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the

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Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

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52.252-02

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DI-NDTI-81307, CDRL, DD FORM 1423-1, FIRST ARTICLE QUALIFICATION TEST PLAN, DATA ITEM A001	17-JAN-2002	001	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423-1, TEST/INSPECTION REPORT, DATA ITEM B001	17-JAN-2002	001	
Exhibit C	CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423-1, FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT, DATA ITEM C001	17-JAN-2002	001	
Exhibit D	CONTRACT DATA REQUIREMENTS LIST, DD 1423-1, SAFETY ASSESSMENT REPORT (SAR), DATA ITEM D001	17-JAN-2002	001	
Exhibit E	CONTRACT DATA REQUIREMENTS LIST, DD 1423-1, MATERIAL SAFETY DATA SHEET, DATA ITEM E001	17-JAN-2002	001	
Exhibit F	CONTRACT DATA REQUIREMENTS LIST, DD 1423-1, CONFIGURATION CONTROL, DATA ITEM F001	17-JAN-2002	001	
Attachment 001	STATEMENT OF WORK (SOW)	17-JUN-2003	022	
Attachment 002	MIL-PRF-49450B(CR)	10-MAR-2000	025	
Attachment 003	MIL-PRF-49450/15(CR), BB-664/A	10-MAR-2000	004	
Attachment 004	MIL-PRF-49450/16(CR), BB-664/A	10-MAR-2000	006	
Attachment 005	MIL-PRF-49450/12(CR), BB-475/A	10-MAR-2000	004	
Attachment 006	MIL-PRF-49450/9(CR), BB-432B/A	10-MAR-2000	006	
Attachment 007	MIL-PRF-49450/14(CR), BB-648A/A	10-MAR-2000	004	
Attachment 008	MIL-PRF-49450/10(CR), BB-599A/A	10-MAR-2000	004	
Attachment 009	PERFORMANCE SPECIFICATION, A3263275, BB-558/A	01-JAN-1997	029	
Attachment 010	DOCUMENT SUMMARY LIST	17-JUN-2003	002	
Attachment 011	PRE-AWARD SURVEY	17-JUN-2003	001	
Attachment 012	EXCEPTIONS TO THE SPECIFICATIONS	17-JUN-2003	001	
Attachment 013	DATA DELIVERY SCHEDULE	17-JAN-2002	001	
Attachment 014	PRODUCTION DELIVERY SCHEDULE	17-JAN-2002	004	
Attachment 015	BID PRICE SPREADSHEET	11-FEB-2004	004	
Attachment 016	PRAG QUESTIONNAIRE	02-FEB-2004	009	
Attachment 017	SECTION L	02-FEB-2004	009	
Attachment 018	SECTION M	02-FEB-2004	006	
Attachment 019	EXECUTIVE SUMMARY	02-FEB-2004	003	

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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	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984

(a) '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 bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

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

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

The bidder allows the following acceptance period:

_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K-7	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(a) Definitions.

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

"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 requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the 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:_____.

Name of Offeror or Contractor:

- () 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 a Federal Government;
 - () Other. State basis. _____

(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)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES AUG/1987

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

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Name of Offeror or Contractor:

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

OFFEROR RECOMMENDATIONS

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

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

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

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

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

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) 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 the spaces the required information:

Place of Performance (Street Address, City, State, County, 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-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that-

(a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(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.

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions 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-13 52.227-06 ROYALTY INFORMATION APR/1984
(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

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

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the

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offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

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

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

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

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

K-15 52.7170 WAIVER OF FIRST ARTICLE (BATTERIES) APR/1991

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item _____ Contract No. _____

If applicable, offerors must indicate what internal design (number and type of cells for each section of battery) will be utilized and/or specify that batteries to be furnished will be of the same internal design as previously furnished on cited specific contracts.

b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.

c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

K-16 52.7250 ELECTION OF QUALITY SYSTEM STANDARD (DESIGN EFFORT) NOV/1996

1. Scope. This provision prescribes the requirements for election of a Quality System Standard by bidders/offerors in the clause entitled 'Higher Level Contract Quality Requirement.' The intent is to have an ISO 9000 standard (ANSI/ASQC Q9001) or an equivalent commercial standard.

2. Election of Standard. The bidder/offeror shall insert an 'X' below to indicate which quality standard will be elected for this contract, fill in the information in the blanks and return the completed election with the bid/proposal.

a. _____ The bidder/offeror elects to use an ISO 9000 standard (ANSI/ASQC Q9001)

b. _____ The bidder/offeror elects to use an equivalent commercial standard for the Higher Level Contract Quality Requirements.

Number _____ Title _____ Date _____

3. Government Verification. A quality system orientation conference may be scheduled within 90 days of contract award at the contractor's facility. This conference may be held concurrently with the Post-Award Conference, if required. The quality system described will be discussed in relation to the contract requirements, and the contractor's quality system documentation shall be made available for government review. The government has the right to review the contractor's quality system and require correction whenever it, or any portion thereof, fails to meet the quality requirements set forth in the contract.

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4. Terminology. Terminology shall be defined by ANSI/ASQC A3, Quality Systems Terminology.

5. Third Party Certifications. Certification of compliance to ANSI/ASQC Q9001 by an independent third party is not required. If certification has been obtained by the contractor, it may be offered to the government as proof of system compliance. However, the government will retain the right to review the system as described in paragraph 3 above.

6. Selection. Selection of either ANSI/ASQC Q9001 or equivalent does not provide a bidder/offeror with an advantage in the evaluation process. The purpose of this option is to allow each bidder/offeror the opportunity to use their normal quality system in the event that the system in place complies with ANSI/ASQC Q9001.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-6	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 acknowledgment of receipt from U S Army CECOM, CECOM Acquisition Center, ATTN: AMSEL-ACCA-RT-G (ADA), Fort Monmouth, NJ 07703.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-7	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L-8	52.252-01	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

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L-9 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004
LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
52.7251

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

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775
Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC)'.
The CC website address is:

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

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

(End of Clause)

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR/1984
M-2	52.6110	FAILURE TO COMPLY WITH F. O. B. TERMS	APR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. as indicated for each Item in Section B will be rejected as nonresponsive or may be considered unacceptable.

M-3 52.7150 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING) SEP/1997

(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-4 52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS APR/1992

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.