

1. Request No. W15P7T-04-Q-C026	2. Date Issued	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA7
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5A. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-G FORT MONMOUTH, NJ 07703-5008	6. Deliver by (Date) See Schedule
	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) ERIC BOOROM (732) 532-3473 EMAIL: ERIC.BOOROM@MAIL1.MONMOUTH.ARMY.MIL	
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8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code)  See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2004MAY26	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

**NOTE: Additional provisions and representations  are  are not attached.**

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
	<b>16. Signer</b>	
	a. Name (Type or Print)	b. Telephone
		Area Code
	c. Title (Type or Print)	Number

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W15P7T-04-Q-C026 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 2910-01-322-8584 FSCM: 97403 PART NR: 13227E5854 - SEE SECTION J SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: TANK,FUEL,ENGINE PRON: C94SQ019C9 PRON AMD: 01  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J, ATTACHMENT 001 LEVEL PRESERVATION: Military LEVEL PACKING: Minimal  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 1102 846 1144"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W15GK84085009Z</td> <td>W25G1U</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="264 1155 824 1207"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>6</td> <td>0150</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER UNKNOWN NTREQD DDSP NEW CUMBERLAND FACILITY NEW CUMBERLAND PA 17070-5001	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W15GK84085009Z	W25G1U	J		2	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	6	0150	6	EA	\$ _____	\$ _____
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001	W15GK84085009Z	W25G1U	J		2																		
DEL REL CD	QUANTITY	DAYS AFTER AWARD																					
001	6	0150																					
0002	SECURITY CLASS: Unclassified																						
0002AA	<u>OPTION QUANTITY</u>  NOUN: TANK, FUEL, ENGINE  The exercise of this option is at the sole discretion of the Government. If the Government determines a need for an additional quantity of 6, the option can be	6	EA	\$ _____	\$ _____																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>exercised no later than 120 days after delivery of SLIN 0001AA.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13227E5854</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION J, ATTACHMENT 001                      LEVEL PRESERVATION: Military                      LEVEL PACKING: Minimal</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 6 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1U) TRANSPORTATION OFFICER                      UNKNOWN                      NTREQD                      DDSP NEW CUMBERLAND FACILITY                      NEW CUMBERLAND PA 17070-5001</p> <p>The delivery date of the option quantity will be 150 days after the exercise of the option.</p> <p>(End of narrative F001)</p>				

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>						
1	52.6102	ALTERNATE PRICING WITH ALTERNATE COMMERCIAL PACKAGING (NOV 1996) AND ALTERNATE I (NOV 1996)	NOV/1996						
<p>(a) If the bidder/offeror elects to bid/offer on SLIN's -0001AA, 0002AA- utilizing its alternate commercial packaging in accordance with the clause in Section D entitled 'Conditions for Acceptability of Alternate Commercial Packaging,' the SLIN(s), the Unit Price(s) and the Option Unit Price(s) shall be indicated in the space provided below.</p> <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%; text-align: left;"><u>SLIN</u></th> <th style="width: 30%; text-align: left;"><u>UNIT PRICE</u></th> <th style="width: 50%; text-align: left;"><u>OPTION UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				<u>SLIN</u>	<u>UNIT PRICE</u>	<u>OPTION UNIT PRICE</u>			
<u>SLIN</u>	<u>UNIT PRICE</u>	<u>OPTION UNIT PRICE</u>							

(b) The Government reserves the right to make the award based on the evaluation methods set forth in the provision in Section M entitled 'Packaging Evaluation' and the prices indicated by the bidder/offeror, above, without further discussion.

(c) If the bidder/offeror fails to enter prices in the column entitled 'Option Unit Price' above, the basic requirement alternate price with alternate commercial packaging shall apply as the option unit price for each item. See the 'Option for Increased Quantity' clause in Section I, and the 'Option Requirements' clause elsewhere in Section H.

(d) Pricing of military packaging SLIN(s) -0001AA, 0002AA- is mandatory and failure to price them will render the bid nonresponsive or may render the offer unacceptable.

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**Name of Offeror or Contractor:**

PACKAGING AND MARKING

2            52.7029            PRESERVATION, PACKING AND MARKING INSTRUCTIONS            APR/1999  
 Preservation, Packing and Marking Instructions are specified on AMSEL-AC Form 5431-1, attached in Section J.

3            52.7037            PACKAGING WAIVERS OR DEVIATIONS            APR/1999  
 (a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

- (1) Sufficient documentation to permit a prudent evaluation/decision.
- (2) A statement of the positive and negative impact(s) of approval/disapproval.
- (3) Expected consideration/benefits for the Government.
- (4) Required follow-on activity.
- (5) Frequency of recurrence.

(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract \_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

4            52.7041            CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING            APR/1999

(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.

(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'

(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).

(d) Acceptability of alternate commercial packaging is contingent upon:

- (1) Meeting the requirements of paragraphs a, b and c, above;
- (2) No increase in size and/or weight;
- (3) No delay in delivery;
- (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
- (5) No increase in packaging charges.

(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

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The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract\_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

5 52.7047 BAR CODE MARKING OCT/2001

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.

## INSPECTION AND ACCEPTANCE

6 52.246-01 CONTRACTOR INSPECTION REQUIREMENTS APR/1984

## DELIVERIES OR PERFORMANCE

7 52.211-17 DELIVERY OF EXCESS QUANTITIES SEP/1989

8 52.247-34 F.O.B. DESTINATION NOV/1991

9 52.211-16 VARIATION IN QUANTITY APR/1984

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to the entire contract.

10 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT FEB/1999

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(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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## CONTRACT ADMINISTRATION DATA

11 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999  
Project Designation: -N/A-

Initiating Activity: -Command Control Systems/Avionics Directorate-

Controlled Item Report Requirements: -N/A-

Invoice Address: -4-

## INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: -Eric Boorum-

Organization Code: -AMSEL-AC-CA-RT-G- CECOM

Telephone Area Code and No.: (732)-532-0839

DSN/Autovon No.: -992-0839-

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.

12 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

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\*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@mail1.monmouth.army.mil](mailto:AMSEL-AC-SP-D@mail1.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)

13            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/>.

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

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SPECIAL CONTRACT REQUIREMENTS

14            252.204-7003            CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT            APR/1992

15            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 -eric.boorum@mail1.monmouth.army.mil-
- The Technical Point of Contact's e-mail address is: -rene.acosta@mail1.monmouth.army.mil-

(End of clause)

CONTRACT CLAUSES

16            52.203-3            GRATUITIES            APR/1984

17            52.204-7            CENTRAL CONTRACTOR REGISTRATION            OCT/2003

18            52.211-15            DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS            SEP/1990

19            52.219-06            NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE            JUN/2003

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20	52.222-03	CONVICT LABOR	JUN/2003
21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
27	52.232-01	PAYMENTS	APR/1984
28	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
29	52.232-11	EXTRAS	APR/1984
30	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
31	52.232-25	PROMPT PAYMENT	OCT/2003
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
33	52.233-1	DISPUTES	JUL/2002
34	52.233-1	DISPUTES (JUL 2002) AND ALTERNATE I (DEC 1991)	JUL/2002
35	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
36	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
37	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
38	52.217-6	OPTION FOR INCREASED QUANTITY	MAR/1989

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within -120 days from the delivery of SLIN 0001AA- . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

39	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

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

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

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

'WARNING: Contains (or manufactured with, if applicable) 1 a substance(s)\* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

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

(End of clause)

40	52.227-03	PATENT INDEMNITY (ALTERNATE II)	APR/1984
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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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41 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS APR/2003

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

(End of Clause)

42 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)

43 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS JAN/2004

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following

**Name of Offeror or Contractor:**

electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DRAWING 1	23-APR-2004	001	
Attachment 002	DRAWING 2	23-APR-2004	001	
Attachment 003	DRAWING 3	23-APR-2004	001	
Attachment 004	DRAWING 4	23-APR-2004	001	
Attachment 005	DRAWING 5	23-APR-2004	001	
Attachment 006	PRESERVATION, PACKING AND MARKING INSTRUCTIONS	23-APR-2004	001	

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

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**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

44	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
45	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
46	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [336312].

(2) The small business size standard is \_\_\_\_\_ [750].

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

(b) Representations.

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),

**Name of Offeror or Contractor:**

Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

## (d) Notice.

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

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

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

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

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

**Name of Offeror or Contractor:**

(End of Provision)

47 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(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: \_\_\_\_\_.

( ) 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;

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( ) 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.

48            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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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.

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49 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.

50 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

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

**TABLE**

<u>Line Items</u> (1)	<u>National Stock Number</u> (2)	<u>Commercial Item (Y or N)</u> (3)	<u>Source of Supply</u>		<u>Part No.</u> (5)	<u>Actual Mfg</u> (6)
			<u>Company</u> (4)	<u>Address</u> (4)		

"(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none'.

(3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

51	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
52	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
53	252.211-7004	ALTERNATE PRESERVATION, PACKAGING, AND PACKING	DEC/1991
54	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
55	52.6230	PRICE HISTORY	SEP/1997

<u>AWARD DATE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
-20.03.2000-	-11-	-1,839.39-
-23.02.1999	-8-	-1,560.00-
-14.02.1996-	-10-	-1,616.00-
-14.02.1996-	-12-	-1,291.00-

The Government provides this data without assuming responsibility for its accuracy or for any conclusions or interpretations which may be drawn from this data. The data are provided solely for informational purposes and should not be relied upon as a basis for

**Name of Offeror or Contractor:**

preparation of an offer. The solicitation may include more detailed information concerning price history. Therefore, telephone or other request for price history will not be accepted.

56

52.7310

AVAILABILITY OF STANDARDIZED MILITARY DRAWINGS

AUG/1995

Single copies of Standardized Military Drawings (SMDs) cited in this solicitation's technical data package may be obtained by submitting a request to the supply point listed below. The request must contain the SMD document number.

Defense Electronic Supply Center

ATTN: DESC-ELA Library

1507 Wilmington Pike

Dayton, OH 45444-5767

Telephone Number: (513) 296-8447

FAX Number: (513) 296-8871

Answering Service Number: (513) 296-6095

## EVALUATION FACTORS FOR AWARD

57

52.6106

PACKAGING EVALUATION

SEP/1997

(a) In accordance with the provision in Section L entitled 'ALTERNATE PRESERVATION, PACKING AND MARKING' (252.211-7004), the bidder/offeror may elect to bid/offer on SLIN(s) -0001AA, 0002AA- utilizing its commercial preservation, packing and marking in addition to bidding/offering on the SLIN(s) for military preservation, packing and marking. The prices for the SLIN(s) utilizing commercial packaging shall be set forth in the clause in Section B entitled 'ALTERNATE PRICING WITH ALTERNATE COMMERCIAL PACKAGING.'

(b) The lower price (either the military or the commercial preservation, packing and marking) will be used for evaluation of award, provided the commercial packaging meets the requirements in the clause in Section D entitled 'CONDITIONS FOR ACCEPTABILITY OF COMMERCIAL PACKAGING.'

Evaluation For Award

1. Determination for award will be based on the evaluation of price and delivery.
2. Price includes the total price for the Production Quantity in SLIN 0001AA plus the Option Quantity total price in SLIN 0002AA.

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CHANGED BS6102 52.6102 01-NOV-1996 ALTERNATE PRICING WITH ALTERNATE COMMERCIAL PACKAGING (NOV 1996) AND ALTERNATE I (NOV 1996)

(a) If the bidder/offeror elects to bid/offer on SLIN's -0001AA, 0002AA- utilizing its alternate commercial packaging in accordance with the clause in Section D entitled 'Conditions for Acceptability of Alternate Commercial Packaging,' the SLIN(s), the Unit Price(s) and the Option Unit Price(s) shall be indicated in the space provided below.

<u>SLIN</u>	<u>UNIT PRICE</u>	<u>OPTION UNIT PRICE</u>
-------------	-------------------	------------------------------

(b) The Government reserves the right to make the award based on the evaluation methods set forth in the provision in Section M entitled 'Packaging Evaluation' and the prices indicated by the bidder/offeror, above, without further discussion.

(c) If the bidder/offeror fails to enter prices in the column entitled 'Option Unit Price' above, the basic requirement alternate price with alternate commercial packaging shall apply as the option unit price for each item. See the 'Option for Increased Quantity' clause in Section I, and the 'Option Requirements' clause elsewhere in Section H.

(d) Pricing of military packaging SLIN(s) -0001AA, 0002AA- is mandatory and failure to price them will render the bid nonresponsive or may render the offer unacceptable.

SECTION D - PACKAGING AND MARKING

CHANGED DS7029 52.7029 01-APR-1999 PRESERVATION, PACKING AND MARKING INSTRUCTIONS  
 Preservation, Packing and Marking Instructions are specified on AMSEL-AC Form 5431-1, attached in Section J.

CHANGED DS7037 52.7037 01-APR-1999 PACKAGING WAIVERS OR DEVIATIONS

(a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

- (1) Sufficient documentation to permit a prudent evaluation/decision.
- (2) A statement of the positive and negative impact(s) of approval/disapproval.
- (3) Expected consideration/benefits for the Government.
- (4) Required follow-on activity.
- (5) Frequency of recurrence.

(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract \_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

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ADDED DS7041 52.7041 01-APR-1999 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING

ADDED DS7047 52.7047 01-OCT-2001 BAR CODE MARKING

SECTION E - INSPECTION AND ACCEPTANCE

AUTO EF0005 52.246-01 01-APR-1984 CONTRACTOR INSPECTION REQUIREMENTS

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0010 52.211-17 01-SEP-1989 DELIVERY OF EXCESS QUANTITIES

AUTO FF0045 52.247-34 01-NOV-1991 F.O.B. DESTINATION

AUTO/CHANGE FF6035 52.211-16 01-APR-1984 VARIATION IN QUANTITY

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to the entire contract.

ADDED FF7005 52.247-48 01-FEB-1999 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

Project Designation: -N/A-

Initiating Activity: -Command Control Systems/Avionics Directorate-

Controlled Item Report Requirements: -N/A-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: -Eric Boorum-

Organization Code: -AMSEL-AC-CA-RT-G- CECOM

Telephone Area Code and No.: (732)-532-0839

DSN/Autovon No.: -992-0839-

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.

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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.

AUTO	GS7055	52.7055	01-JUN-1999	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL
ADDED	GS7080	52.7080	01-NOV-1999	DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0120	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
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AUTO/CHANGE	HS6110	52.6110	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL
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(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

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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@maill.monmouth.army.mil-
- The Contract Specialist's e-mail address is -eric.boorum@maill.monmouth.army.mil-
- The Technical Point of Contact's e-mail address is: -rene.acosta@maill.monmouth.army.mil-

(End of clause)

SECTION I - CONTRACT CLAUSES

AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES
ADDED	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF0130	52.219-06	01-JUN-2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0153	52.222-03	01-JUN-2003	CONVICT LABOR
AUTO	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
AUTO/DEL	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES
AUTO	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
AUTO	IF0204	52.225-13	01-DEC-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0353	52.232-01	01-APR-1984	PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF0381	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES

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ADDED	IF0701	52.233-1	01-JUL-2002	DISPUTES (JUL 2002) AND ALTERNATE I (DEC 1991)
ADDED	IF0850	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
CHANGED	IF6122	52.217-6	01-MAR-1989	OPTION FOR INCREASED QUANTITY

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within -120 days from the delivery of SLIN 0001AA- . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

ADDED	IF7121	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
ADDED	IF7075	52.227-03	01-APR-1984	PATENT INDEMNITY (ALTERNATE II)
ADDED	IF7700	52.244-6	01-APR-2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
AUTO	IF7240	52.252-02	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
ADDED	IA7180	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

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

ADDED	KF0155	52.222-19	01-JAN-2004	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	KF0160	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO/CHANGE	KF6067	52.219-1	01-MAY-2004	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [336312].

(2) The small business size standard is \_\_\_\_\_ [750].

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

(b) Representations.

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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stock of which is owned by one or more veterans; and

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY--SUPPLIES
AUTO	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KA7030	252.217-7026	01-NOV-1995	IDENTIFICATION OF SOURCES OF SUPPLY
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS				
ADDED	LF0113	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
ADDED	LA0235	252.211-7004	01-DEC-1991	ALTERNATE PRESERVATION, PACKAGING, AND PACKING
ADDED	LA0236	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
CHANGED	LS6230	52.6230	01-SEP-1997	PRICE HISTORY

<u>AWARD DATE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
-20.03.2000-	-11-	-1,839.39-
-23.02.1999	-8-	-1,560.00-
-14.02.1996-	-10-	-1,616.00-
-14.02.1996-	-12-	-1,291.00-

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The Government provides this data without assuming responsibility for its accuracy or for any conclusions or interpretations which may be drawn from this data. The data are provided solely for informational purposes and should not be relied upon as a basis for preparation of an offer. The solicitation may include more detailed information concerning price history. Therefore, telephone or other request for price history will not be accepted.

ADDED LS7310 52.7310 01-AUG-1995 AVAILABILITY OF STANDARDIZED MILITARY DRAWINGS

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MS6106 52.6106 01-SEP-1997 PACKAGING EVALUATION

(a) In accordance with the provision in Section L entitled 'ALTERNATE PRESERVATION, PACKING AND MARKING' (252.211-7004), the bidder/offeror may elect to bid/offer on SLIN(s) -0001AA, 0002AA- utilizing its commercial preservation, packing and marking in addition to bidding/offering on the SLIN(s) for military preservation, packing and marking. The prices for the SLIN(s) utilizing commercial packaging shall be set forth in the clause in Section B entitled 'ALTERNATE PRICING WITH ALTERNATE COMMERCIAL PACKAGING.'

(b) The lower price (either the military or the commercial preservation, packing and marking) will be used for evaluation of award, provided the commercial packaging meets the requirements in the clause in Section D entitled 'CONDITIONS FOR ACCEPTABILITY OF COMMERCIAL PACKAGING.'