

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 31
2. Contract No.	3. Solicitation No. W15P7T-04-B-E627	4. Type of Solicitation Sealed Bid (IFB)	5. Date Issued 2004SEP09	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-U 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 _____ until 02:00pm (hour) local time 2004OCT08 (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 TIMOTHY FLYNN E-mail address: TIMOTHY.FLYNN@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)532-2649
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	15
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	19
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10	X	K	Representations, Certifications, and Other Statements of Offerors	20
X	F	Deliveries or Performance	11				
X	G	Contract Administration Data	12	X	L	Instr., Conds., and Notices to Offerors	28
X	H	Special Contract Requirements	14	X	M	Evaluation Factors for Award	31

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-B-E627 MOD/AMD	Page 2 of 31 REPRINT
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004

(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), Marcia Easton. 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) 532-5550. 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: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

- 1) THIS IS A FIRM FIXED PRICE CONTRACT FOR THE PURCHASE OF 360 EACH OF J 1077 DISTRIBUTION BOXES (No Option), NSN 6110-00-985-7574, IN ACCORDANCE WITH TOP DRAWING NUMBER SC-D-173786.
- 2) THIS ACQUISITION IS 100% SET-ASIDE FOR SMALL BUSINESS.
- 3) INTERESTED PARTIES MAY CONTACT TIMOTHY FLYNN AT TIMOTHY.FLYNN@MAIL1.MONMOUTH.ARMY.MIL OR MARCIA EASTON AT MARCIA.EASTON@MAIL1.MONMOUTH.ARMY.MIL FOR DRAWINGS.
- 4) INFORMATION FOR VIEWING DRAWINGS

BELOW IS A LINK TO THE WEBSITE WITH DIFFERENT VIEWERS THAT CAN BE DOWNLOADED BY CONTRACTORS IN ORDER TO VIEW THE CD WHICH WILL BE MAILED OUT. CONTRACTORS, GO TO THE FREE VIEWERS LINK AND FOLLOW DIRECTIONS CONCERNING CREATION OF A PASSWORD. PHONE NUMBER AND E-MAIL LINKS ARE AVAILABLE. IF YOU NEED ADDITIONAL ASSISTANCE USING THE VIEWER SOFTWARE PLEASE CONTACT JOHN SANTAMARIA AT 732-532-5280 OR JOHN.SANTAMARIA@MAIL1.MONMOUTH.ARMY.MIL.

<https://edm.monmouth.army.mil>

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																														
0001	NSN: 6110-00-985-7574 SECURITY CLASS: Unclassified																																														
0001AA	<p><u>J1077 DISTRIBUTION BOX</u></p> <p>NOUN: DISTRIBUTION BOX PRON: T14D0005C9 PRON AMD: 02 CUSTOMER ORDER NO: M6700404MP00083</p> <p><u>Packaging and Marking</u></p> <p>Package Military Preservation, Minimal Pack. Mark for shipment as specified and in accordance with MIL STD 129. When Minimal Packing is not authorized (code '0'), Pack next highest level</p> <p>Bar Code Markings are required IAW/AIM-BC1, Uniform Symbology Specification Code 39 and MIL_STD-129</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>M9857340353006</td> <td>SW3121</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>15</td> <td>0120</td> <td colspan="3"></td> </tr> <tr> <td>002</td> <td>30</td> <td>0150</td> <td colspan="3"></td> </tr> <tr> <td>003</td> <td>14</td> <td>0180</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3121) DEFENSE DISTRIBUTION DEPOT ALBANY TRANSPORTATION OFFICER ALBANY GA 31704-1128</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	M9857340353006	SW3121	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	15	0120				002	30	0150				003	14	0180				59	EA	\$ _____	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0001AB	<p><u>J1077 DISTRIBUTION BOX</u></p> <p>NOUN: DISTRIBUTION BOX PRON: T14D0004C9 PRON AMD: 03 CUSTOMER ORDER NO: M6700404MP00074</p> <p><u>Packaging and Marking</u></p> <p>Package Military Preservation, Minimal Pack. Mark for shipment as specified and in accordance with MIL STD 129. When Minimal Packing is not authorized (code '0'), Pack next highest level</p> <p>Bar Code Markings are required IAW/AIM-BC1, Uniform Symbology Specification Code 39 and MIL_STD-129</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>M9857340053002</td> <td>SW3121 J 2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>16</td> <td>0180</td> </tr> <tr> <td>002</td> <td>30</td> <td>0210</td> </tr> <tr> <td>003</td> <td>30</td> <td>0240</td> </tr> <tr> <td>004</td> <td>30</td> <td>0270</td> </tr> <tr> <td>005</td> <td>30</td> <td>0300</td> </tr> <tr> <td>006</td> <td>30</td> <td>0330</td> </tr> <tr> <td>007</td> <td>30</td> <td>0360</td> </tr> <tr> <td>008</td> <td>30</td> <td>0390</td> </tr> <tr> <td>009</td> <td>9</td> <td>0420</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	DOC	SUPPL		<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>	001	M9857340053002	SW3121 J 2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	16	0180	002	30	0210	003	30	0240	004	30	0270	005	30	0300	006	30	0330	007	30	0360	008	30	0390	009	9	0420	235	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001AC	<p>(SW3121) DEFENSE DISTRIBUTION DEPOT ALBANY TRANSPORTATION OFFICER ALBANY GA 31704-1128</p> <p><u>J1077 DISTRIBUTION BOXN</u></p> <p>NOUN: DISTRIBUTION BOX PRON: T14D0007C9 PRON AMD: 01 CUSTOMER ORDER NO: M6700404MP00084</p> <p><u>Packaging and Marking</u></p> <p>Package Military Preservation, Minimal Pack. Mark for shipment as specified and in accordance with MIL STD 129. When Minimal Packing is not authorized (code '0'), Pack next highest level</p> <p>Bar Code Markings are required IAW/AIM-BC1, Uniform Symbology Specification Code 39 and MIL_STD-129</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR SIG CD MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td>M6700404MP00084</td> <td>SW3121 J 2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>21</td> <td>0420</td> </tr> <tr> <td>002</td> <td>30</td> <td>0450</td> </tr> <tr> <td>003</td> <td>15</td> <td>0480</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3121) DEFENSE DISTRIBUTION DEPOT ALBANY TRANSPORTATION OFFICER ALBANY GA 31704-1128</p>	DOC	SUPPL		REL CD	MILSTRIP	ADDR SIG CD MARK FOR TP CD	001	M6700404MP00084	SW3121 J 2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	21	0420	002	30	0450	003	15	0480	66	EA	\$ _____	\$ _____
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003	15	0480																								

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 6 of 31
REPRINT

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CS6900 (52.6900)	52.6900 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) (Sep 2003)	SEP/2003

1. The documents listed at Attachment N/A are directly cited within this solicitation/contract and are furnished at Section J. 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 cited at Attachment N/A 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 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment N/A. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the On Line Version of the Department of Defense Index of Specification and Standards (DoDISS), dated N/A, and Supplement N/A. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

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

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

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

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

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. 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

Name of Offeror or Contractor:

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) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this 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 documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into 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 certify 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 certification 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 6.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.

7. 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 time.

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):

(-7-) effective date of contract.

(X) date of contract award.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 31**

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.7024	MILITARY PACKAGING REQUIREMENTS	APR/1999
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All packaging requirements are provided in the Statement of Work (SOW), Section J, of this solicitation/contract.

(End of clause)

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

D-3	52.7037	PACKAGING WAIVERS OR DEVIATIONS	APR/1999
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(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)

D-4	52.7041	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING	APR/1999
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(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;

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 31**

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

(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.):

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)

D-5 52.7044 STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, APR/1999
AND OTHER DATA)

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

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-6 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.

CONTINUATION SHEET**Reference No. of Document Being Continued****PIIN/SIIN** W15P7T-04-B-E627**MOD/AMD****Page 10 of 31**REPRINT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL 1985)	AUG/1996
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 31**

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	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

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	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-3	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:

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

Page 13 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

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Name of Offeror or Contractor:

Name: TIMOTHY FLYNN

Organization Code: AMSEL-AC-CB-RT-U (FLY)_

Telephone Area Code and No.: (732) 532-2649

DSN/Autovon No.: 992-2649

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-4 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@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)

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 14 of 31
REPRINT

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

Name of Offeror or Contractor:

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: Windows 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: -2-
- The Contract Specialist's e-mail address is -3-
- The Technical Point of Contact's e-mail address is: -4-

(End of clause)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-20	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-22	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS	MAY/2002
I-23	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTS--CONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)	MAY/2002
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-26	52.229-05	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -	APR/1984
I-27	52.232-01	PAYMENTS	APR/1984
I-28	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	OCT/2003
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-34	52.233-1	DISPUTES	JUL/2002
I-35	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-36	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-37	52.248-1	VALUE ENGINEERING	FEB/2000
I-38	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE III (APR 1984)	FEB/2000
I-39	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE II (FEB 2000)	FEB/2000
I-40	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE I (APR 1984)	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	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-44	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-45	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-46	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-47	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-48	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-49	252.225-7010	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
I-50	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004

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

Page 16 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-52	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-53	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-54	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-55	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-56	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-57	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
IF6852	52.204-7	Central Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

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

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

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

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

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

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 17 of 31
REPRINT

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

Name of Offeror or Contractor:

information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-58

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 30 calendar days (to be negotiated) 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 45 calendar days (to be negotiated) 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;

Name of Offeror or Contractor:

(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 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.

I-59

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)

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

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

Page 19 of 31

REPRINT

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SOW FOR J1077 DISTRIBUTION BOX	30-JUL-2004	006	
Attachment 002	DD FORM 5431	07-SEP-2004	001	EMAIL

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

Page 20 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

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	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-3	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
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	52.219-1	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 _____ 335314

(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.

Name of Offeror or Contractor:

___ 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 service-disabled 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 --

Name of Offeror or Contractor:

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

K-8 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

Name of Offeror or Contractor:

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;

() 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.

Name of Offeror or Contractor:

K-9 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.

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

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

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

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

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

Name of Offeror or Contractor:

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

Line Item Number

Country of Origin (If known)

(End of provision)

K-15

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)

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

Page 28 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-2	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-3	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-4	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-5	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-6	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-7	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-8	52.214-12	PREPARATION OF BIDS	APR/1984
L-9	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-10	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of Provision)

L-11 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Marcia Easton

U.S ARMY CECOM
ATTN: AMSEL-C-CB-RT-U (EAS)
FORT MONMOUTH NEW JERSEY, 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-12 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER MAY/1999
The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

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

Page 29 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

L-13 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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)

L-14 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)

L-15

REVERSE AUCTION

a) All intended vendors approved by the Contracting Officer will be provided access to the Army's Reverse Auction Tool at <https://usave.monmouth.army.mil>. All approved vendors will be notified with the actual date/time of the auction, username and password assignment and date/time for a brief training session via email. Please contact Timothy Flynn at timothy.flynn@mail1.monmouth.army.mil to request a username and password. The following information will be required with your request; First and Last Name, Company Name, Mailing Address, Phone #, Email Address and Time Zone (EST, CST..)

Electronic offers shall be submitted by offerors during the reverse auction period identified in the Circuit Card Assembly listed in "My Invitations." If an offer is submitted within the last four minutes, as indicated by the web server count down clock, of the time period specified for the reverse auction stop time, the time period shall be extended for an additional five minute period beyond the time of the original stop time. AN OFFER DURING THE REVERSU AUCTION MUST DIFFER FROM THE MARKET LEADING OFFER BY AT LEAST THE DECREMENT IDENTIFIED IN PARAGRAPH (c) BELOW. If no offers are submitted within the extension period, the reverse auction will close i.e., within the last four minutes of the original scheduled stop time. Further, if an extension period is generated and an offer is submitted within the last four minutes within the extension period another five minute extension period will be generated. There will be no limits on the number of extensions in each reverse auction; the market place will be the determining factor in closing the reverse auction. When no offers are submitted during the last four minutes of the extension period then the auction will close.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 30 of 31**

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

Submission of an offer during the reverse auction will be considered consent by the Offeror to participate in the reverse auction and to reveal their prices in ANONYMITY during the reverse auction. The Contracting Officer also reserves the right to suspend or cancel the reverse auction at any time.

By participating in the reverse auction, offerors certify the only knowing disclosure by the offeror of its prices to any other offeror will be during the reverse auction. The offeror further certifies that disclosure by the offeror of its prices during the reverse auction shall not be for the purposes of the restriction of competition.

b) Contract is to total all priced CLINs into one total price. SEE EXAMPLE BELOW:

SLIN	QUANTITY	UNIT PRICE	EXTENDED PRICE
0001AA	1	\$150.00	\$150
0001AB	4	\$300.00	\$1,200
0001AC	1	\$150.00	\$150
0002AA	75	\$300.00	\$22,500
0003AA	75	\$300.00	\$22,500

TOTAL BID PRICE: \$46,500

c) The starting price and decrement for this reverse auction is set below:

a. starting price is set at: \$450,000.00

b. decrement is set at: \$700.00

d) IMPORTANT DATES AND INSTRUCTIONS ARE PROVIDED BELOW:

8 OCTOBER 2004; SOLICITATION CLOSES - 2:00 PM EASTERN STANDARD TIME - POTENTIAL OFFERORS ARE TO SUBMIT THE FOLLOWING THROUGH THE IBOP OR BY FAX 732-532-1928

-SECTION K- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (CLAUSES K-6 THROUGH K-16)

-A SIGNED COPY OF THE PROPOSAL COVER PAGE

-SIGNED COVER PAGE FOR ANY ALL AMENDMENT ISSUED UNDER THIS SOLICITATION

14 OCTOBER 2004; ESTIMATED DATE FOR THE LIVE REVERSE AUCTION

-APPARENT LOW BIDDER HAS 24 HOURS FROM THE DATE OF THE AUCTION TO SUBMIT A BREAKOUT OF PRICING FOR QUANTITIES 0001AA, 0001AB, 0001AC.

15 NOVEMBER 2004 ESTIMATED DATE OF AWARD_

*** END OF NARRATIVE L 001 ***

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

Page 31 of 31

PIIN/SIIN W15P7T-04-B-E627

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
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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.

M-2

BASIS FOR AWARD

At the conclusion of the reverse auction, the Government intends to make the award to the lowest-priced, responsible offeror. The successful offeror must propose on all items identified in the requirement to be eligible for award. The Contracting Officer reserves the right to make no award under this procedure. After concluding of the reverse auction, the Contracting Officer will contact the apparent successful offeror for execution of the award document.

THE APPARENT LOW BIDDER HAS 24 HOURS FROM THE DATE AND TIME OF THE REVERSE AUCTION TO SUBMIT A BREAKOUT FOR CLIN/SLIN 0001AA, 0001AB, & 0001AC.

IHEREBY AGREE TO THE ABOVE

CONTRACTOR (inster name and phone number)
Authorized Agent

*** END OF NARRATIVE M 001 ***