

ATTACHMENT 003

Terms and Conditions, Prototype of EOD Heavy Team Supplemental Tool Kit

The offered Technical Proposal for this requirement will be incorporated into the agreement. The Procurement Contracting Officer (PCO) must approve any proposed changes to the proposal in advance. It is anticipated that voluntary/unnecessary changes will be disapproved.

Description/Specifications (Section C): The prototype of the EOD Heavy Team Supplemental Tool Kit is for the purchase, assembly, packaging, and shipping of the components listed in the Attachment 001 Components List.

Packaging and Marking (Section D):

Preservation, Packing and Packaging: Preservation, Packing and Packaging shall be in accordance with ASTM-D-3951 plus the following additional requirement:

a. If oak or chestnut wood products are used in the performance of this contract, these wood or wood products must be free of all bark.

b. All non-manufactured wood used in packaging shall be heat-treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens, on two sides of the pallet.

c. Unless otherwise specified herein, shipments to the same destination of identical items having a total packaged displacement exceeding 50 cubic feet shall be palletized unless forklift - handling features such as skids are included on containers.

d. Workmanship shall be such that when proper procedure is followed, materials and equipment being processed will be provided the maximum protection against corrosion, deterioration and be suitable for storage to the level of packaging specified.

e. If the items are packaged in more than one box the boxes shall be marked i.e., 1 of 3, 2 of 3, 3 of 3 etc.

Inspection and Acceptance (Section E):

Inspection: Origin

Acceptance: Origin

Deliveries or Performance (Section F):

ONE Prototype EOD Heavy Team Supplemental Tool Kit

Delivery Schedule: 90 days after receipt of order

FOB: Destination

SHIP TO: TBD

MARK FOR: TBD

FAR, 52.247-48, F.o.b. Destination -- Evidence of Shipment (Feb 1999), by reference

TACOM-RI, 52.247-4531, Cognizant Transportation Officer (May 1993):

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to data supplies will be available for shipment.

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and

movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

Contract Clauses (Section I):

DFARS, 252.225-7001, Buy American Act - Balance of Payments Program (April 2003), by reference

DFARS, 252.225-7002, Qualifying Country Sources as Subcontractors (April 2003), by reference

DFARS, 252.232-7003, Electronic Submission of Payment Requests (January 2004), by reference

WARRANTY: Minimum requirement is to provide the standard manufacturer's warranty for each component.

Representations, Certifications and Other Statements of Bidders (Section K): Submit only changes and/or updates to the Representations and Certifications provided under the SKO solicitation, DAAE20-02-R-0193.

DFARS, 252.225-7000 Buy American Act--Balance of Payments Program Certificate: (Apr 2003):

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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