

1. Request No. DAAE20-02-T-0441	2. Date Issued 2002SEP26	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
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5A. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C ROCK ISLAND IL 61299-7630	6. Deliver by (Date) See Schedule
	7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) NANCY MONIKE (309) 782-4900 EMAIL: MONIKEN@RIA.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) 2002OCT29	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**

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MOD/AMD

**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

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

(End of clause)

(AS7006)

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

3            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
                  TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
                  TACOM-RI            SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

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5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

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 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  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/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)

(AS7010)

7            52.246-4538            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2            JUN/1998  
TACOM-RI

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**Name of Offeror or Contractor:**

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

This small purchase, small business set-aside is for requirement of 5 each Prism, Optical Instrument, Mounted against PRON M122A776M1 as referenced in Section B.

There is a 100% option for this requirement. See Clause IF6080.

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

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 120 DAYS.
2. DATAFAX NUMBER FOR AMSTA-LC-CAC-D IS 309-782-0713.
3. REQUEST YOU CERTIFY TO CLAUSES EF6002 AND ES6018.
4. REQUEST YOU CERTIFY TO CLAUSES KA7702, KF6014, KF7020, AND KF7057 IN SECTION K.
5. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
6. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
7. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

\*\*\* END OF NARRATIVE A 002 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SUPPLIES OR SERVICES AND PRICES/COSTS																
0001	<u>Supplies or Services and Prices/Costs</u>																
0001AA	<u>PRODUCTION QUANTITY</u>	5	EA	\$ _____	\$ _____												
	NSN: 6650-01-051-2021 NOUN: PRISM, OPTICAL INSTR FSCM: 19207 PART NR: 12266591 SECURITY CLASS: Unclassified PRON: M122A776M1 PRON AMD: 01 AMS CD: 060011																
	<u>Packaging and Marking</u>																
	<u>Inspection and Acceptance</u>																
	INSPECTION: Origin ACCEPTANCE: Origin																
	<u>Deliveries or Performance</u>																
	DOC SUPPL																
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001	W52H092172H913	W25G1U	J		2												
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>															
001	5	0272															
	FOB POINT: Destination																
	SHIP TO: <u>PARCEL POST ADDRESS</u>																
	(W25G1U) XU TRANSPORTATION OFFICER																
	DDSP NEW CUMBERLAND FACILITY																
	BUILDING MISSION DOOR 113 134																
	NEW CUMBERLAND PA 17070-5001																

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	INSPECTION: Origin      ACCEPTANCE: Destination				

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**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988  
TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12266591 with revisions in effect as of 06/25/02 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-12266591	NNN-P-40	COMMERCIAL GRADE LENS TISSUE
	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	PPP-T-42	A-A-883
	MIL-B-117	MIL-DTL-117
	PPP-B-636	ASTM D5118/ASTM D1974

PON ALL DRAWINGS DOD-STD-100 OR MIL-STD-100 SHOULD BE ASME-Y14.100

ON ALL DRAWINGS FINISH QQ-P-35 SHOULD BE SAE-AMS-QQ-P-35

DWG. B12266576

NOTE 1 SPEC QQ-A-225 SHOULD BE SAE-AMS-QQ-A-225

DWG.D12266578

NOTE 1

SPEWC QQ-A-601 SHOULD BE ASTM B26

DWG. D12266585

NOTE 3

SPEC MIL-O-13830 SHOULD BE MIL-PRF-13830

DWG. C12266553

NOTE 2

SPEC MIL=O-13830 SHOULD BE MIL-PRF-13830

DWG. B12266650

NOTE 2

SPEC MIL-C-13924 SHOULD BE MIL-DTL-13924

DWG.B12266654

NOTE 2

SPEC MIL-C-13924 SHOULD BE MIL-DTL-13924

ALL DRAWINGS TO HAVE DISTRIBUTION STATEMENT "A" APPLIED

DOCUMENT	DELETE	REPLACE WITH
QAR 12266555	MIL-STD-105	MIL-STD-1916
	MIL-STD-105 AQLS	MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics

QAR 12266578

"

"

QAR 12266580

"

"

QAR 12266591

"

"

QAR 12266555 Add Distribution Statement "A"

QAR 12266578

"

"

QAR 12266580

"

"

QAR 12266591

"

"

(CS6100)

9 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994  
TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A



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

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**Name of Offeror or Contractor:**

WIPING WITH CLEAN COTTON, LENS PAPER OR FRESHLY LAUNDERED CHEESE CLOTH.

A SWAB SHALL BE MADE BY WRAPPING ONE PIECE OF LENS TISSUE PAPER AROUND THE END OF AN ORANGE STICK OR EQUAL. ONE OR TWO DROPS OF ALCOHOL SHALL BE ADDED ON THE TIP OF THE SWAB. EXERT LIGHT DOWNWARD PRESSURE ON THE SWAB END WHILE MOVING IN A CIRCULAR MOTION BEGINNING AT THE CENTER OF THE POLISHED SURFACE. INCREASE RADIUS OF SWABBING AREA UNTIL THERE IS NO TRACE OF DIRT, LINT, OR SMEARS ON THE SWABBED SURFACE.

A RUBBER SYRINGE SHALL BE USED AS BELLOWS TO REMOVE ANY PARTICLES REMAINING ON THE CLEANED SURFACE.

(End of clause)

(DS6411)

## INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
12	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

Title	Number	Date	Tailoring
( ) Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	tailored by excluding paragraphs 7.2,7.3,7.4,7.5.1 and 7.5.2
( ) Quality Systems - Model for QA	ISO 9003	18 Jul 94	Untailored

(End of clause)

(EF6002)

13	52.246-4533	SURFACE QUALITY STANDARDS TACOM-RI	MAR/2001
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a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in Appendix I of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000 . Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

**Name of Offeror or Contractor:**

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

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000 . The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged. the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to COMMANDER-ARDEC, ATTN: AMSTA-AR-QAW-Q, PICATINNY ARSENAL, NJ 07806-5000 .

(End of Clause)

(ES6018)

14      52.246-4528      REWORK AND REPAIR OF NONCONFORMING MATERIAL      MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

15      52.246-4531      ACCEPTANCE INSPECTION EQUIPMENT (AIE)      MAR/2001

**Name of Offeror or Contractor:**

TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

16            52.246-4540            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000            APR/2001  
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_NOT CERTIFIED

(2) \_\_\_CERTIFIED

(i) \_\_\_DATE OF CERTIFICATION

(ii) \_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The

**Name of Offeror or Contractor:**

provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

**DELIVERIES OR PERFORMANCE**

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

17	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
18	52.247-29	F.O.B. ORIGIN	JUN/1988
19	52.247-34	F.O.B. DESTINATION	NOV/1991
20	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
21	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
22	52.247-4531 TACOM-RI	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 date 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.

(End of Clause)

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

(FS7240)

**Name of Offeror or Contractor:**

**SPECIAL CONTRACT REQUIREMENTS**

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

23	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
	DFARS		

24	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is MONIKEN@RIA.ARMY.MIL. The data fax number for submission is (309) 782-0713, ATTN: Ms. Nancy Monike.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

25	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

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**Name of Offeror or Contractor:**

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

**CONTRACT CLAUSES**

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
28	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
29	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.232-18	AVAILABILITY OF FUNDS	APR/1984
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
35	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
36	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
37	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
38	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
39	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
40	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
41	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
42	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
43	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
44	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
45	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
46	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
47	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
48	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Name of Offeror or Contractor:

Information to be inserted in Paragraph (c):
http://www.arnet.gov/far/
or
www.acq.osd.mil/dp/dars

(IF8001)

49 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) CLIN 0001AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time during the designated period by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Table with 2 columns: Unit Price, Designated Period. Row 1: Evaluated Option (F.O.B. Origin), \$ CLIN 0001AA, 365 Days After Date of Contract Award. Row 2: 100%

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

50 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

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**Name of Offeror or Contractor:**

51 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

52 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

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**Name of Offeror or Contractor:**

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) \times (.02 \text{ per hour}) \times (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

53            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of clause)

(IF7016)

54            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            OCT/2001  
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcms.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

**Name of Offeror or Contractor:**

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

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**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACTOR DATA REQUIREMENTS LIST		002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	GOVERNMENT DESIGNED ACCEPTANCE INSPECTION EQUIPMENT (APPENDIX I)		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

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**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

55	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
56	52.219-1	KF6013 WAS DELETED 28 MAR 02 AND REPLACED BY KF6014, SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAY/2001

KF6013 WAS DELETED 28 MAR 02 AND REPLACED BY KF6014, SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I

57	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333314.

(2) The small business size standard is 500.

(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 as part of its offer 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 -

(i) 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 place, 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 representations in paragraph (b)(4)(i) of this provision

**Name of Offeror or Contractor:**

is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name 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 the 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," as used in this provision, 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 veteran (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," as used in this provision, means a small business concern--

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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)

(KF6014)

58 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

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

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(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.

(End of Provision)

(KF7003)

59 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 subcontractors, will be obtained before subcontract awards.



**Name of Offeror or Contractor:**

\_\_\_\_\_

\_\_\_\_\_

(End of Provision)

KA7702

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

62	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
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63	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

64	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CAC-D/ATTN: MAJ ERNEST DIXON III, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LP6254)

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

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PIIN/SIIN DAAE20-02-T-0441

MOD/AMD

**Name of Offeror or Contractor:**

65 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

66 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaisbids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<[https://aais.ria.army.mil/aais/Padds\\_web/index.html](https://aais.ria.army.mil/aais/Padds_web/index.html)>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

67 52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002

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

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PIIN/SIIN DAAE20-02-T-0441

MOD/AMD

**Name of Offeror or Contractor:**

TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7013)

68            52.215-4511            LS7012 WAS DELETED ON 12 FEB 02 AND REPLACED BY LS7013, ELECTRONIC            APR/1999  
                 TACOM-RI            AWARD NOTICE  
LS7012 WAS DELETED ON 12 FEB 02 AND REPLACED BY LS7013

## EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>    or    [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

69            52.217-5            EVALUATION OF OPTIONS            JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

70            52.245-4519            EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND            FEB/1996

**Name of Offeror or Contractor:**

TACOM-RI RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{TxRxPxS}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-T-0441	<b>Page 30 of 30</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)