

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 23			
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-00-T-0106		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name SYLVIA GAUTHIER			B. Telephone Number (No Collect Calls) (309) 782-7290		8. Offer Due Date/Local Time 2000APR20		
9. Issued By TACOM-ROCK ISLAND AMSTA-AC-PCH-C ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3541 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms	
e-mail: GAUTHIERS@RIA.ARMY.MIL						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)		13b. Rating DOA5	
14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. Deliver To SEE SCHEDULE		Code		16. Administered By Code			
Telephone No.		17. Contractor/Offeror Code Facility		18a. Payment Will Be Made By Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Attach Additional Sheets As Necessary)		21. Quantity	22. Unit	23. Unit Price		24. Amount	
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)					
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative			32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				41b. Signature And Title Of Certifying Officer		41c. Date		42a. Received By (Print)	
						42b. Received At (Location)		40. Paid By	
				42c. Date Recd (YYMMDD)		42d. Total Containers			

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 23**

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

THE LATHE, ENGINE IS TO BE PRODUCED IN ACCORDANCE WITH THE ATTACHMENTS LISTED ON PAGE 14 OF 23 OF THIS SOLICITATION.

EXECUTIVE SUMMARY:

ITEM: LATHE, ENGINE

NSN: 3416-01-030-8195

MAXIMUM QTY: 136

FOB: ORIGIN

TYPE OF CONTRACT: FIRM FIXED PRICE, FULL & OPEN COMPETITION, LONG TERM 5-YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY.

1. THIS SOLICITATION WILL RESULT IN THE AWARD OF A FIRM FIXED-PRICE, 5-YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT ACCOMPLISHED UNDER THE TEST PROGRAM AT FAR PART 13.5 - SIMPLIFIED, ACQUISITION PROCEDURE FOR COMMERCIAL ITEMS UNDER \$5M. SEE FAR 16.504 AND FAR CLAUSES 52.216-18, 52.216-19 AND 52.216-22. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. THIS CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN PARAGRAPH 3. THIS ACTION IS UNRESTRICTED.

2. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN ON THE PRICING CHART ADDEMDUM 06 ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. ALSO, SEE FAR 52.216-9 (CLAUSE IF6029) ORDER LIMITATIONS.

3. THE ESTIMATED ORDERING QUANTITIES ARE SET FORTH BELOW. THESE QUANTITIES REFLECT THE GOVERNMENT'S BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS WHICH MAY BE ORDERED UNDER THE SOLICITATION, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

OP	PROJECTED BUY
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1	24
2	14
3	14
4	14
5	14

4. THE QUANTITY OF 24 EACH ENGINE LATHES, NSN: 3416-01-030-8195, IS THE ONLY GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENT THE "MINIMUM QUANTITY" AS DEFINED BY THE REFERENCED FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT TIME OF AWARD. ALL OTHER BUY QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER BEYOND THE GUARANTEED 24 EACH ENGINE LATHE. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. THE PROPOSED UNIT PRICES FOR ALL ESTIMATED QUANTITIES SHALL BE MARKED IN THE TABLES ON ADDEMDUM 06, PRICING RANGES HAVE BEEN ESTABLISHED WITH THE BEST ESTIMATED MINIMUM QUANTITIES, BY PRICING PERIOD, TO FACILITATE EVALUATION. THE ESTIMATED QUANTITIES DEPICTED IN THE PRICING TABLES ADDENDUM 06 REPRESENT ONLY THE DELIVERY ORDER LIMITATION, AS ESTABLISHED IN FAR CLAUSE 52.216-19, ARE NOT GUARRANTEED QUANTITIES, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

6. PRICES SHALL BE SUBMITTED ON AN FOB ORIGIN BASIS, MULTIPLE DESTINATIONS ARE ANTICIPATED UNDER THE DELIVERY ORDERS. THE CONTRACTOR SHALL PROVIDE A DD250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES.

7. IMPORTANT NOTE: A NEW GOVERNMENT REGULATION DATED 1 JUN 1998 STATES THAT TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IN THE CCR DATABASE IS <http://ccr.edi.disa.mil> IF YOU ARE NOT ALREADY REGISTERED IN THE CCR IT IS IN YOUR BEST INTEREST TO DO SO AT THIS TIME AS LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE YOU INELIGIBLE FOR AWARD.

8. DELIVERIES OF THE GUARANTEED MINIMUM QUANTITY ON CLIN 0001 OF 24 EACH SHALL START 150 DAYS AFTER DATE OF AWARD AT A RATE OF 12 PER MONTH. DELIVERIES OF ANY INDEFINITE QUANTITIES OF ENGINE LATHES (CLIN 0001), BEYOND THE GUARANTEED MINIMUM QUANTITIES SPECIFIED ABOVE, SHALL BE DELIVERED 90 DAYS AFTER DATE OF DELIVERY ORDER, NOT TO EXCEED 10 PER MONTH.

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

Page 3 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

*** END OF NARRATIVE A001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
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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/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these 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)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: LATHE, ENGINE SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD ON THE PRICING SHEET ADDENDUM 06 PRICING LINES ON THIS SHEET WILL REMAIN BLANK.</p> <p>FOR SPECIFICATIONS, SEE DESCRIPTION/SPECIFICATIONS ADDENDUM 01.</p> <p>DELIVERIES OR PERFORMANCE MINIMUM TOTAL QUANTITY: 24 EACH MAXIMUM TOTAL QUANTITY: 136 EACH</p> <p>ORDER PERIOD 1: AWARD DATE THROUGH 31 DECEMBER 2000 ORDER PERIOD 2: 01 JANUARY 2001 - 31 DECEMBER 2001 ORDER PERIOD 3: 01 JANUARY 2002 - 31 DECEMBER 2002 ORDER PERIOD 4: 01 JANUARY 2003 - 31 DECEMBER 2003 ORDER PERIOD 5: 01 JANUARY 2004 - 31 DECEMBER 2004</p> <p>DELIVERY OF GUARANTEE MINIMUM QUANTITY BEGINS 150 DAYS AFTER OF RECEIPT OF ORDER. DELIVERY OF ANY INDEFINITE QUANTITY BEYOND THE GUARANTEED MINIMUM QUANTITIES IS 90 DAYS AFTER AWARD, ORDERS MAY BE ISSUED BY ELECTRONIC/FACSIMILE/HARDCOPY. DELIVERY ORDERS NOT TO EXCEED 10 PER MONTH. DELIVERY ORDERS WILL INCLUDE FIRM DELIVERY DATES.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p>PRODUCT ENGINEERING REQUIREMENTS AND PACKAGING REQUIREMENTS ARE PROVIDED AS FOLLOWS:</p> <p>DESCRIPTION/SPECIFICATIONS ATTACHMENT 001 AND QUALITY ASSURANCE PRVISIONS</p> <p>PACKAGING REQUIREMENTS ATTACHMENT 002</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>PRESERVATION AND PACKAGING SHALL BE COMMERCIAL IN ACCORDANCE WITH ASTM-D-3951 AND THE ADDITIONAL REQUIREMENTS AS SPECIFIED IN PART 1 SECTION D.</p>			<p>\$ _____</p>	<p>\$ _____</p>

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

Page 6 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
5	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)

(FS7240)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 23**

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-CTTE, MS. SYLVIA GAUTHIER
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

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

Page 8 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

CONTRACT CLAUSES

THE CLAUSE AT FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS, IS TAILORED AS FOLLOWS:

- a. PARAGRAPH (a), INSPECTION AND ACCEPTANCE: ADD THE CLAUSE AT FAR 52.246-15, CERTIFICATE OF CONFORMANCE.
- b. PARAGRAPH (g), INVOICE: ADD CLAUSE HS6502, MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250).
- c. PARAGRAPH (o), WARRANTY: ADD CLAUSE IF6070, WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE.

*** END OF NARRATIVE I001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii.) Alternate I to 52.219-5.
- ____(iii.) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I of 52.219-23
- ____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 23**

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

X____(12) 52.222-26, Equal Opportunity (E.O. 11246).

X____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

____(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____(17) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii.) Alternate I of 52.225-3.

____ (iii.) Alternate II of 52.225-3.

____(18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

____(21)Reserved.

X____(22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

X____(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(26) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-T-0106 MOD/AMD	Page 10 of 23
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Name of Offeror or Contractor:

evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

5 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from AWARD DATE through 31 DECEMBER 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

6 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 6, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 32;

(2) Any order for a combination of items in excess of 32; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

Page 11 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

7 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DECEMBER 2005.

(End of clause)

(IF6036)

8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR SEP/1999
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 23
	PIIN/SIIN DAAE20-00-T-0106 MOD/AMD	

Name of Offeror or Contractor:

- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

9 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

```

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

```

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 23****PIIN/SIIN** DAAE20-00-T-0106**MOD/AMD**

Name of Offeror or Contractor:

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 23**

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

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>
Attachment 001	PART 1 SECTION C DESCRIPTION/SPECIFICATIONS	01-JUN-99	22P	
Attachment 002	PART 1 SECTION D PACKAGING		4PG	
Attachment 003	DOCUMENT SUMMARY LIST		1PG	
Attachment 004	STATEMENT OF WORK	02-AUG-99	1PG	
Attachment 005	DATA ITEM DESCRIPTION COMMERCIAL OFF THE SHELF (COTS MANUAL & ASSOC DATA		1PG	
Attachment 006	PRICING SHEET		1PG	
Exhibit A	DD 1423	11-AUG-99	1PG	

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	FEB/2000
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(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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 size standards in this solicitation.

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.

Women-owned business concern means a concern 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 it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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.

(3) 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 the Federal Government;

(4) 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 _____

(5) Common Parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name

Name of Offeror or Contractor:

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it
is,
is not
a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
is
is not
a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
is
is not
a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it
is
is not
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million

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

Page 17 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

__Over 1,000

__Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either -

- (A) It
 ___ is
 ___ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It
 ___ has
 ___ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(iii) Address. The offeror represents that its address

- ___ is
 ___ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) 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 or 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.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

Name of Offeror or Contractor:

(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 of ownership, 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 (c)(9)(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 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.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It
has,
has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It
has,
has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It
has developed and has on file,
has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. _____
Country of Origin _____

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

Page 19 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.: _____

(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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

Page 20 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals

_____ are,
_____ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) _____ 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 Federal, state or local government 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

_____ are,
_____ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

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

Page 21 of 23

PIIN/SIIN DAAE20-00-T-0106

MOD/AMD

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	NOV/1999
2	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	AUG/1999

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, 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.

<http://aais.ria.army.mil/aais/Padds_web/index.html>."

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.

(End of Provision)

(LS7011)

3	52.215-4511 TACOM-RI	ELECTRONIC AWARD NOTICE	APR/1999
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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 Commerce Business Daily, the Internet and 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 Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet 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)

(LS7012)

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

SECTION M PRICE:

1. AWARD WILL BE EVALUATED BY PRICE. THE GOVERNMENT WILL DEVELOP AN EVALUATION PRICE FOR EACH OFFEROR. THIS WILL BE DONE BY MULTIPLYING EACH RANGE PRICE TIMES THE PERCENTAGE ASSIGNED, TIMES THE MINIMUM QUANTITY OF EACH RANGE. ALL RANGES AND YEARS WILL BE ADDED FOR ALL LINE ITEMS TO ARRIVE AT A TOTAL EVALUATION PRICE.
2. EVALUATION OF THE PRICE WILL INCLUDE DETERMINING REASONABLENESS AND REALISM. REASONABLENESS IS INTERPRETED TO MEAN THAT THE PRICE DOES NOT EXCEED WHAT WOULD BE INCURRED BY AN ORDINARILY PRUDENT PERSON IN THE CONDUCT OF COMPETITIVE BUSINESS. REALISM ASKS "DOES THE PROPOSAL PRICE ACCURATELY REFLECT THE OFFEROR'S PROPOSED EFFORT TO MEET THE PROGRAM REQUIREMENTS AND OBJECTIVES". AN UNREALISTIC OR UNAFFORDABLE PRICE MAY PRECLUDE AN OFFEROR FROM AWARD. THE GOVERNMENT RETAINS THE RIGHT TO OBTAIN ADDITIONAL COST/PRICE DATA FROM ANY OFFEROR IN THE EVENT OF A LACK OF COMPETITIVE BIDS.
3. IF THE OFFEROR FAILS TO PROPOSE FOR ALL PRICING PERIODS OR RANGES, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

TRANSPORTATION EVALUATION:

1. TRANSPORTATION EVALUATION OF OFFER(S) WILL BE BASED ON F.O.B. PRICE(S) PLUS GOVERNMENT TRANSPORTATION COST FROM SHIPPING POINT(S) TO THE DESTINATION(S) NAMED HEREIN. THE BEST AVAILABLE TRANSPORTATION RATES AND RELATED COSTS IN EFFECT OR TO BECOME EFFECTIVE PRIOR TO THE EXPECTED DATE OF INITIAL SHIPMENT, OTHER THAN PRE-PRODUCTION SAMPLES, AND ON FILE OR PUBLISHED AT THE DATE OFFERS ARE DUE. SHALL BE USED IN THE EVALUATION.

*** END OF NARRATIVE M001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
2	47.305-12	TRANSPORTATION EVALUATION	JAN/1995

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

TOOL, POWER OTHER THAN POWER HAND TOOLS, SEPARATE OR COMBINED, WITH OR WITHOUT STANDS (NMFC: 131670/UFC 99913)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

DESTINATIONS TO BE GIVEN AT LATER DATE.

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the Continental United States, the transportation evaluation for container shipments will be as follows:

Name of Offeror or Contractor:

??(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization Clause located elsewhere in this solicitation.

(End of Clause)

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