

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 38
2. Contract No.	3. Solicitation No. DAAE20-00-R-0118	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2000MAY22	6. Requisition/Purchase No. SEE SCHEDULE	
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-B ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 02:00pm (hour) local time 2000JUN21 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name KATHY A WARNER E-mail address: WARNERK@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-3148
----------------------------------	---	---

11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	24
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13	X	K	Representations, Certifications, and Other Statements of Offerors	25
X	F	Deliveries or Performance	14				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	30
X	H	Special Contract Requirements	15	X	M	Evaluation Factors for Award	34

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

Page 2 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
-----	---	----------

(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)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
-----	---	----------

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-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@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)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0118 MOD/AMD	Page 4 of 38
---------------------------	---	----------------------------

Name of Offeror or Contractor:

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
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/>). 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)

A-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/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 38**

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

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

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) 782-7603.

(END OF CLAUSE)

(AS7502)

1. THIS SOLICITATION, DAAE20-00-R-0118 WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM FIRM-FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT (SEE FAR 16.504) FOR CLIN 0001: BRUSH SECTION CLEAN; NSN 1015-01-441-4161; PN 11580239.

THE CONTRACT WILL INCLUDE FIVE PRICING PRIODS AS SET FORTH IN PARA 8.

2. A QUANTITY OF 145 EACH IS THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM QUANTITY" AS DEFINED BY AND REFERENCED IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THE MINIMUM QUANTITY WILL BE OBLIGATED AT TIME OF AWARD. ALL OTHER ESTIMATED BUY QUANTITIES ARE ESTIMATES ONLY, AND DO NOT BIND THE GOVERNMENT IN ANY WAY:

3. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES FOR EACH PRICING PERIOD, AS SHOWN BELOW AND ON THE PRICING CHART (ATTACHMENT 003), ARE PROVIDED SOLEY 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 CLAUSE IF6029 'ORDER LIMITATIONS' FAR 52.216-19.

4. THE STATED MINIMUM ORDERING RANGE QUANTITIES, OTHER THAN THE STATED GUARANTEED MINIMUM QUANTITY SHOWN IN PARAGRAPH 2 ABOVE, ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUMS BEYOND THE GUARANTEED MINIMUM QUANTITY. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION "M" OF THIS SOLICITATION.

6. THE PROPOSED UNIT PRICES FOR ALL QUANTITIES, BOTH THE GUARANTEED MINIMUM QUANTITIES AND THE INDEFINITE QUANTITIES, SHALL BE MARKED ON THE PRICING CHART (ATTACHED). PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE PRICING PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.

7. FOLLOWING ARE THE DATES OF THE PRICING PERIODS (PP) COVERED BY THIS SOLICITATION:

PP 1: AWARD DATE - 30 SEPTEMBER 2000
PP 2: 01 OCTOBER 2000 - 30 SEPTEMBER 2001
PP 3: 01 OCTOBER 2001 - 30 SEPTEMBER 2002
PP 4: 01 OCTOBER 2002 - 30 SEPTEMBER 2003
PP 5: 01 OCTOBER 2003 - 30 SEPTEMBER 2004

8. THE GOVERNMENT'S ESTIMATED, MINIMUM AND MAXIMUM QUANTITIES ARE SET FORTH IN THE TABLE BELOW. THE ESTIMATED QUANTITIES REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

PRICING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	145	145	150
2	75	1	150
3	75	1	150
4	75	1	150
5	75	1	150

9. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES.

10. ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE QUANTITY RANGE BY PRICING PERIOD. IF

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 38**

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

AWARD OF AN ORDER IN ANY PRICING PERIOD IS MADE AT A UNIT PRICE ESTABLISHED FOR A SMALLER QUANTITY RANGE AND CUMULATIVE ORDERS FOR THAT PRICING PERIOD EXCEED THAT QUANTITY RANGE, A UNIT PRICE ADJUSTMENT WILL BE CALCULATED AGAINST ALL PREVIOUSLY ORDERED QUANTITIES FOR THAT PRICING PERIOD THAT HAVE NOT BEEN ACCEPTED BY THE GOVERNMENT (VIA DD FORM 250) AND ALSO APPLIED AGAINST REMAINING PRICING PERIOD QUANTITIES TO APPLY THE CORRECT RANGE UNIT PRICE FOR THE CUMULATIVE TOTAL QUANTITY FOR THAT PRICING PERIOD.

11. DELIVERY:

ALL DELIVERIES SHALL BE FOB DESTINATION TO THE TRANSPORTATION OFFICER, ANNISTON , AL. DELIVERY SCHEDULE SHALL BE 150 DAYS AFTER RECEIPT OF ORDERS.

12. OFFERORS ARE CAUTIONED TO READ SECTION L, PROPOSAL INSTRUCTIONS, CAREFULLY TO ENSURE THAT ANY PROPOSAL SUBMITTED IN RESPONSE HERETO INCLUDES ALL PRICE, PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION INFORMATION REQUIRED BY THE SOLICITATION.

13. AS OUTLINED IN SECTION M, BASIS FOR AWARD, THE AWARD RESULTING FROM THIS SOLICITATION WILL BE MADE CONSIDERING TWO ELEMENTS: PRICE AND PERFORMANCE RISK. A SINGLE AWARD WILL BE MADE TO THAT OFFEROR WHOSE PROPOSAL OFFERS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF THESE ELEMENTS. THE GOVERNMENT MAY AWARD TO OTHER THAN THE LOW OFFEROR.

*** END OF NARRATIVE A001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-R-0118 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: BRUSH SECTION CLEAN SECURITY CLASS: Unclassified NOTE: ALL UNIT PRICES FOR PRICING PERIODS TWO THROUGH FIVE SHALL BE ENTERED IN THE PRICING TABLE (ATTACHMENT 003). ONLY THE PRICE FOR THE GUARANTEED MINIMUM ARE TO BE ENTERED IN THIS SECTION B. (End of narrative B001)				
0001AA	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 1015-01-441-4161 NOUN: BRUSH SECTION,CLEAN FSCM: 19206 PART NR: 11580239 SECURITY CLASS: Unclassified PRON: M101F397M1 PRON AMD: 01 AMS CD: 07001168ATM <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090069A600 W31G1Z J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 145 0150 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021	145	EA	\$ _____	\$ _____
0002	<u>Supplies or Services and Prices/Costs</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>DATA ITEM</u></p> <p>NOUN: CONTRACT DATA REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>CONTRACTOR SHALL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LISTS (DD FORM 1423), EXHIBIT A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 38**

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry: None

(BA6701)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 38**

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

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 inclosed Technical Data Package Listing - TDPL 11580239 with revisions in effect as of 02/12/97 (except as follows):

DOCUMENT	DELETE	SUBSTITUTE
11580244	QQ-A-200/8	ASTM B221
11580252	H-S-951	NO REPLACEMENT
11580252	QQ-W-321	ASTM B159

ON DRAWING 11580252, REMOVE NOTE 1 AND 2 AND REPLACE WITH CRIMPED WIRE DIAMETER .005 COPPER ALLOY UNS 51000, TEMPER H08, PER ASTM B159, OR STAINLESS STEEL, UNS S43000, ANNEALED PER ASTM A580. SYNTHETIC OR NATURAL FILAMENT .007 TO .014 DIAMETER PLYAMIDE, HOG BRISTLE OR HORSE HAIR.

(CS6100)

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

Page 11 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION: NONE

(End of clause)

(DS6405)

D-2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
-----	-------------------------	---------------------------	----------

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0118 MOD/AMD	Page 12 of 38
---------------------------	--	----------------------

Name of Offeror or Contractor:

length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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

Page 13 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION E - 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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

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)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0118	Page 14 of 38 MOD/AMD
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

SECTION F - 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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-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 15 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.246-4500 TACOM-RI	DELETED 15 MAY 00, REPLACED BY HS6510 -- 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-CFA-B/ K. WARNER
Rock Island, IL 61299-7630

2. FMS/MAP copies: NONE

(End of clause)

(HS6502)

H-2	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
-----	-------------------------	----------------------------	----------

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
-----	-------------------------	--	----------

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 16 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

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: _____

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)

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

Page 17 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION I - 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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-4	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-5	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-6	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-7	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-8	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-9	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-10	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-11	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-12	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2000
I-13	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-14	52.232-1	PAYMENTS	APR/1984
I-15	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-16	52.232-11	EXTRAS	APR/1984
I-17	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-18	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-19	52.232-25	PROMPT PAYMENT	JUN/1997
I-20	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-21	52.233-1	DISPUTES	JAN/1999
I-22	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-23	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-24	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-25	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-26	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-27	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-28	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-29	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-30	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-31	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-32	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-33	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-34	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-35	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
I-36	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-37	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-38	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996

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

Page 18 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-39	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-40	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-41	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-42	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 DATE OF AWARD THRU 30 SEP 04 .

(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)

I-43	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 THE MINIMUM QUANTITY SPECIFIED LISTED ON THE PRICE EVALUATION SPREADSHEET, 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 THE MAXIMUM QUANTITY;

(2) Any order for a combination of items in excess of THE MAXIMUM STATED; or

(3) A series of orders from the same ordering office within 60 days 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.

(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 30 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)

I-44	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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0118	Page 19 of 38 MOD/AMD
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

(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 CONTRACT COMPLETION DATE STATED IN SECTION A.

(End of clause)

(IF6036)

I-45 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-46 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 38**

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

(IF7003)

I-47 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)

I-48 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

(1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

Name of Offeror or Contractor:

(IF7259)

I-49 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

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

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

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

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

End of Clause

(IF7253)

I-50 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,

Name of Offeror or Contractor:

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.

(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 -

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

(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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 38****PIIN/SIIN** DAAE20-00-R-0118**MOD/AMD****Name of Offeror or Contractor:**

(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)

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

Page 24 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

SECTION J - 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	ADDRESS LIST		001	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	PRICE EVALUATION SPREADSHEET		001	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		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	Instruction for Completed 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 Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF 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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	NOV/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3991.

(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 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 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.

(5) (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).

Name of Offeror or Contractor:

_____ 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 Naura).

_____ 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. "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.

"Women-owned small business concern," as used in this provision, means a small business concern--

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, 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--

(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)

(KF6011)

K-3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that-

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals

Name of Offeror or Contractor:

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above... (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(End of Provision)

(KF7005)

K-4 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.

Horizontal lines for response to (a)

(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

ITEM QUANTITY PRICE QUOTATION TOTAL

Horizontal lines for offeror recommendations table

(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)

K-5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

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

Page 28 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

(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.

(End of Provision)

(KF7057)

K-6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCT/1995

(a) The offeror, by signing this offer, certifies that--

(Note: The offeror must check the appropriate paragraph(s).)

_____ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

_____ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

_____ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

_____ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

_____ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

_____ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(End of Provision)

(KF7065)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 29 of 38

PIIN/SIIN DAAE20-00-R-0118

MOD/AMD

Name of Offeror or Contractor:

K-8 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
 DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(End of Provision)

Name of Offeror or Contractor:

SECTION L - 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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-2	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A5 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)

L-4	52.216-1	TYPE OF CONTRACT	APR/1984
-----	----------	------------------	----------

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-5	52.233-2	SERVICE OF PROTEST	OCT/1995
-----	----------	--------------------	----------

(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 (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MARY DONOVAN, CONTRACTING OFFICER, TACOM-RI, AMSTA-LC-CFA-B, ROCK ISLAND, IL 61299. 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 GSBCA or within one day of filing a protest with the GAO.

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

(End of Provision)

(LP6254)

L-6	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
-----	----------	-------------------------------------	----------

Name of Offeror or Contractor:

(End of provision)

(LS7012)

L.1 PROPOSAL INSTRUCTIONS

L.1.1. OFFERORS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS. DEVIATIONS FROM THE INSTRUCTIONS MAY RESULT IN AN OFFER BEING CONSIDERED INADEQUATE FOR EVALUATION PURPOSES.

L.1.2. IT IS THE RESPONSIBILITY OF THE OFFEROR TO PREPARE A CLEAR, CONCISE, COMPLETE, DETAILED, AND LOGICALLY ORGANIZED PROPOSAL FOR EVALUATION.

L.1.3. FORMAT.

L.1.3.1. PROPOSALS SHALL BE SUBMITTED IN ELECTRONIC FORMAT. HARD COPY PROPOSALS WILL NOT BE ACCEPTED. PLEASE REFER TO SPECIFIC INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF OFFERS CONTAINED ELSEWHERE IN SECTION L OF THIS SOLICITATION.

L.1.3.2. PROPOSALS SHALL CONSIST OF THREE SECTIONS AS SET FORTH BELOW. EACH SECTION SHALL BE AS BRIEF AS POSSIBLE. ALL INFORMATION SPECIFIC TO EACH SECTION WILL BE CONFINED TO THAT SECTION:

SECTION I: PRICE (SEE L.2.)

SECTION II: PAST PERFORMANCE (SEE L.3.1.)

SECTION III: SMALL BUSINESS PARTICIPATION (SEE L.3.2.)

L.1.4. AUTHORSHIP. ANY PORTION OF THE PROPOSAL THAT IS WRITTEN OR PREPARED BY SOMEONE OTHER THAN AN EMPLOYEE OF THE OFFEROR SHALL BE IDENTIFIED, AND THE RELATIONSHIP OF THE WRITER OR PREPARER TO THE OFFEROR SHALL BE INDICATED.

L.2. PRICE

L.2.1. SECTION I SHALL BE A DULY SIGNED, EXECUTED AND FULLY COMPLETED STANDARD FORM 33 AND ALL SECTIONS OF THE RFP ATTACHED TO IT, INCLUDING THE PRICING EVALUATION SPREADSHEET (ATTACHMENT 003).

L.2.2. OFFEROR'S SHALL MARK ALL UNIT PRICES FOR EACH ORDERING RANGE FOR EACH PRICING PERIOD IN THE CORRESPONDING BOXES ON THE PRICING CHART (ATTACHMENT 003). ALL RANGES FOR ALL PRICING PERIODS MUST BE FILLED IN TO BE ACCEPTED. ALL UNIT PRICES WILL BE BINDING TO THE GOVERNMENT. ALL PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS. OFFERORS WHO CONDITION THEIR PROPOSAL TO SPECIFIC ORDERING QUANTITIES OR ORDERING PERIODS MAY BE REJECTED AS UNACCEPTABLE.

L.3. PERFORMANCE RISK - THE GOVERNMENT WILL EVALUATE TWO ELEMENTS UNDER PERFORMANCE RISK: (1) PAST PERFORMANCE AND (2) SMALL BUSINESS PARTICIPATION.

L.3.1. ELEMENT 1, PAST PERFORMANCE: PAST PERFORMANCE WILL BE EVALUATED FOR RELEVANCE AND FOR COMPLIANCE. RELEVANCY IS EQUAL IN IMPORTANCE TO COMPLIANCE. RELEVANCE MEANS PERFORMANCE WHICH DEMONSTRATES THE SKILLS AND PROCESSES REQUIRED FOR THIS CONTRACT. COMPLIANCE INCLUDES QUALITY, TIMELINESS, COOPERATION, AND CUSTOMER SATISFACTION. OFFERORS WILL BE GIVEN A SINGLE ADJECTIVAL RATING FOR PAST PERFORMANCE. AN OFFEROR MAY HAVE A RECORD OF GOOD WORK, BUT ITS CONTRACT HISTORY MAY HAVE INVOLVED DIFFERENT PROCESSES AND THUS MAY NOT BE RELEVANT TO THE CURRENT PROCUREMENT. AN OFFEROR MAY HAVE A RECORD OF WORK IN THE SPECIALIZED FIELD(S) OF THIS PROCUREMENT, BUT MAY NOT HAVE PERFORMED TIMELY OR TO THE SATISFACTION OF ITS CUSTOMERS. EITHER OF THESE EXAMPLES IS LIKELY TO RESULT IN AN OVERALL MARGINAL OR POOR PAST PERFORMANCE RATING.

L.3.1.1. OFFERORS SHALL INCLUDE A DESCRIPTION OF RECENT, RELEVANT CONTRACTS AND THOSE OF PROPOSED MAJOR OR CRITICAL SUBCONTRACTORS, INCLUDING FEDERAL, STATE AND LOCAL GOVERNMENT AND/OR PRIVATE INDUSTRY CONTRACTS OF SIMILAR SIZE, SCOPE AND COMPLEXITY. RECENT CONTRACTS ARE THOSE WITH ANY PERFORMANCE TAKING PLACE WITHIN THE LAST THREE (3) YEARS PRIOR TO THE DATE THIS SOLICITATION WAS ISSUED. RELEVANT CONTRACTS ARE THOSE WHICH ARE SIMILAR IN SCOPE, PRODUCTS AND/OR PROCESSES TO THE REQUIREMENTS OF THIS SOLICITATION AND WHICH REFLECT THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE REQUIRED EFFORT.

L.3.1.2. FOR EACH OF THE RECENT RELEVANT PAST CONTRACTS, THE OFFEROR SHOULD PROVIDE THE FOLLOWING INFORMATION PERTAINING TO THEMSELVES AND THEIR KEY SUBCONTRACTORS:

- A. CONTRACT NUMBER.
- B. CONTRACT TYPE (FIXED PRICE OR COST REIMBURSEMENT).
- C. AWARD PRICE/COST.
- D. ORIGINAL DELIVERY SCHEDULE.
- E. FINAL, OR PROJECTED FINAL, DELIVERY SCHEDULE.
- F. YOUR (AND ANY SIGNIFICANT SUBCONTRACTORS) CAGE AND DUNNS NUMBER.

Name of Offeror or Contractor:

- G. GOVERNMENT OR COMMERCIAL CONTRACTING ACTIVITY ADDRESS, TELEPHONE NUMBER, FAX NUMBER, AND E-MAIL ADDRESS FOR:
(1) PROCURING CONTRACTING OFFICER (PCO)
(2) GOVERNMENT AND COMMERCIAL CONTRACTING ACTIVITY TECHNICAL REPRESENTATIVE OR CONTRACTING OFFICER'S REPRESENTATIVE (COR).
- H. DESCRIPTION OF THE SCOPE OF WORK SIMILARITIES BETWEEN THE CONTRACT SCOPE AND THE SCOPE IN THIS SOLICITATION.
- I. DESCRIPTION OF OBJECTIVES ACHIEVED TO DATE ON THE CONTRACT. INCLUDE AN EXPLANATION OF INSTANCES WHERE TECHNICAL OR SCHEDULE REQUIREMENTS WERE NOT MET AND ANY CORRECTIVE ACTIONS TAKEN TO AVOID SUCH PROBLEMS IN THE FUTURE.
- J. EXPLANATION OF ANY CHANGE TO THE ORIGINAL PRICE OR DELIVERY SCHEDULE.
- L.3.1.3. CANCELLATIONS AND TERMINATIONS: IDENTIFY ANY RECENT CONTRACTS WHICH HAVE BEEN TERMINATED OR CANCELLED FOR ANY REASON, IN WHOLE OR IN PART. INCLUDE PRIME CONTRACTS, CONTRACTS UNDER WHICH YOU WERE A SUBCONTRACTOR AND ANY OF YOUR SUBCONTRACTOR'S CONTRACTS. PROVIDE THE INFORMATION REQUESTED IN PARAGRAPH L.3.1.2 ABOVE FOR ANY OF THESE CONTRACTS. IF THERE WERE NO CANCELLATIONS OR TERMINATIONS, PLEASE STATE THAT.
- L.3.1.4. WE MAY USE DATA YOU PROVIDE AND DATA WE GATHER FROM OTHER SOURCES TO EVALUATE PAST PERFORMANCE. SINCE WE MAY NOT INTERVIEW ALL THE SOURCES YOU PROVIDE, IT IS INCUMBENT UPON EACH OFFEROR TO EXPLAIN ALL THE DATA THEY PROVIDE. WE DO NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE PROBLEMS WE FIND IN PROPOSALS. THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION REMAINS WITH THE OFFEROR. THE GOVERNMENT MAY ASSESS A "HIGHER RISK" RATING TO A PROPOSAL OR REJECT A PROPOSAL IF IT DOES NOT CONTAIN THE INFORMATION REQUIRED.
- L.3.2. ELEMENT 2, SMALL BUSINESS PARTICIPATION
- L.3.2.1. OFFERORS ARE TO IDENTIFY THE EXTENT TO WHICH SMALL BUSINESSES (SBs), HUB ZONE SBS, SMALL DISADVANTAGED BUSINESSES (SDBs), WOMEN OWNED SMALL BUSINESSES (WOSBs), HISTORICALLY BLACK COLLEGES/UNIVERSITIES OR MINORITY INSTITUTIONS (HBCU/MIs) WOULD BE UTILIZED IN THE PERFORMANCE OF THIS PROPOSED CONTRACT. FOR SBs, AS DEFINED BY THE STANDARD INDUSTRIAL CODE APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB, HUB ZONE SB, SDB, WOSB, OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS PARTICIPATION.
- L.3.2.2. THE OFFEROR IS TO ADDRESS THE FOLLOWING FACTORS IN DETAIL:
- A. THE NAMES OF SBs, HUBZONE SBs, SDBs, WOSBs, OR HBCU/MIs WHO WOULD PARTICIPATE IN THE PROPOSED CONTRACT, IDENTIFYING SPECIFIC COMPONENTS TO BE PRODUCED OR SERVICES TO BE PERFORMED BY THEM, AND THE ESTIMATED TOTAL DOLLARS OF SUCH WORK;
- B. A DESCRIPTION OF YOUR PAST PERFORMANCE OVER THE LAST THREE CALENDAR YEARS IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, INCLUDING A DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SMALL BUSINESS UTILIZATION AND THE INTERNAL METHODS USED TO MONITOR SUCH UTILIZATION.

*** END OF NARRATIVE L001 ***

Name of Offeror or Contractor:

SECTION M - 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

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

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998

(a) Does the offeror propose to furnish--

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

Yes ()

No ()

- (2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?
\$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

M-2	52.245-4519 TACOM-RI	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	FEB/1996
-----	-------------------------	--	----------

(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:

Name of Offeror or Contractor:

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:

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

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.

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 its bid offer if a pro-rata share is applicable for this procurement.

Name of Offeror or Contractor:

(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)

SECTION M

M.1. BASIS FOR AWARD

M.1.1. THE GOVERNMENT WILL MAKE A SINGLE AWARD TO THAT OFFEROR WHOSE PROPOSAL REPRESENTS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF PRICE AND PERFORMANCE RISK. PERFORMANCE RISK IS SLIGHTLY MORE IMPORTANT THAN PRICE. THE GOVERNMENT WILL EVALUATE TWO ELEMENTS UNDER PERFORMANCE RISK: (1) PAST PERFORMANCE AND (2) SMALL BUSINESS PARTICIPATION. OF THESE ELEMENTS, PAST PERFORMANCE IS MORE IMPORTANT THAN SMALL BUSINESS PARTICIPATION.

M.1.2. UNDER BEST VALUE, THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD TO OTHER THAN THE LOW PRICED OFFEROR OR TO OTHER THAN THE OFFEROR RATED HIGHEST IN THE NON-PRICE FACTOR. ALTHOUGH PRICE IS NOT THE MOST IMPORTANT CONSIDERATION, IT COULD BE CONTROLLING WHERE AN OTHERWISE SUPERIOR PROPOSAL IS AT AN UNAFFORDABLE OR UNREASONABLE PRICE, WHERE TWO PROPOSALS ARE OTHERWISE CONSIDERED EQUAL, OR WHERE THE ADVANTAGES OF A SUPERIOR PROPOSAL ARE NOT WORTH THE PRICE PREMIUM.

M.1.3. PROPOSALS WHICH MERELY OFFER TO PERFORM THE WORK IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL OR WHICH ARE SO LACKING IN CONTENT AND DETAIL THAT THE GOVERNMENT CANNOT CONDUCT A MEANINGFUL EVALUATION WITHOUT SIGNIFICANT SUPPLEMENTATION ARE UNACCEPTABLE AND WILL NOT BE CONSIDERED FOR AWARD.

M.1.4. THE CONTRACTING OFFICER MAY OBTAIN A PRE-AWARD SURVEY TO FACILITATE THE EVALUATION OF ANY OFFEROR'S PROPOSAL AND MAY CONSIDER THE FINDINGS OF ANY SUCH PRE-AWARD SURVEY IN THE SELECTION DECISION.

M.2. PRICE

M.2.1. THE AREA OF PRICE SHALL BE EVALUATED TO DETERMINE THE TOTAL EVALUATED PRICE TO THE GOVERNMENT AND THE REASONABLENESS OF THE PROPOSED PRICE. PROPOSALS NOT OFFERING PRICES FOR EACH ORDERING RANGE FOR EACH PRICING PERIOD WILL NOT BE CONSIDERED FOR AWARD.

M.2.2. TOTAL EVALUATED PRICE: ORDERING RANGES HAVE BEEN ESTABLISHED FOR EACH OF THE FIVE PRICING PERIODS (SEE PRICING CHART AT ATTACHMENT 003). WEIGHTS HAVE BEEN ASSIGNED TO EACH ORDER RANGE FOR EACH PRICING PERIOD REPRESENTING THE LIKELIHOOD THAT THE GOVERNMENT WILL PLACE AN ORDER WITHIN THAT RANGE IF AN ORDER IS PLACED. THE PROPOSED UNIT PRICES FOR EACH PRICING PERIOD WILL BE MULTIPLIED BY THEIR RESPECTIVE WEIGHTS AND SUMMED TO ARRIVE AT A WEIGHTED UNIT PRICE. THE WEIGHTED UNIT PRICE FOR EACH PRICING PERIOD WILL BE MULTIPLIED BY THE MAXIMUM RANGE QUANTITY TO DETERMINE THE EVALUATED PRODUCTION PRICE. THE SUM OF ALL PRICING PERIOD EVALUATED PRICES WILL BE THE TOTAL EVALUATED PRICE.

M.2.3. REASONABLENESS OF PRICE: ALL AVAILABLE RESOURCES MAY BE USED IN DETERMINING PRICE REASONABLENESS, INCLUDING THE DEFENSE CONTRACT AUDIT AGENCY. THE GOVERNMENT RETAINS THE RIGHT TO OBTAIN ADDITIONAL COST/PRICE DATA FROM ANY OFFEROR IN THE EVENT OF A LACK OF COMPETITIVE OFFERS. ANY PROPOSAL WHICH IS UNREALISTICALLY HIGH OR LOW IN PRICE MAY BE REJECTED. REASONABLENESS IS INTERPRETED TO MEAN THAT THE PRICE DOES NOT EXCEED WHAT WOULD BE INCURRED BY AN ORDINARY PRUDENT PERSON IN THE CONDUCT OF COMPETITIVE BUSINESS PURSUANT TO FAR 31.201-3. OFFERORS ARE SOLELY RESPONSIBLE UNDER ACTUAL CONTRACT PERFORMANCE FOR ENSURING THAT PRICING REFLECTS ADEQUATE RESOURCES TO SUCCESSFULLY COMPLETE THE EFFORT.

M.3. PERFORMANCE RISK: A NEGATIVE RATING ON ANY ONE ELEMENT OR SUB-FACTOR OF PERFORMANCE RISK MAY RESULT IN A "HIGHER RISK" RATING OVERALL.

M.3.1. ELEMENT 1, PAST PERFORMANCE

M.3.1.1. THE GOVERNMENT WILL ASSESS AND COMPARE THE RELEVANT PAST PERFORMANCE RECORDS OF THE OFFERORS, THEIR EXPERIENCE AND

Name of Offeror or Contractor:

THEIR REPUTATIONS FOR CUSTOMER SATISFACTION. THIS ASSESSMENT MAY INCLUDE AN EVALUATION OF PROPOSED SUBCONTRACTORS.

M.3.1.2. A SIGNIFICANT ACHIEVEMENT, PROBLEM OR LACK OF RELEVANT INFORMATION CAN BECOME AN IMPORTANT CONSIDERATION IN THE SOURCE SELECTION PROCESS. THEREFORE, OFFERORS ARE REMINDED TO INCLUDE ALL RELEVANT PAST EFFORTS, INCLUDING DEMONSTRATED CORRECTIVE ACTIONS, IN THEIR PROPOSALS. THE LACK OF A PERFORMANCE RECORD MAY RESULT IN AN UNKNOWN PAST PERFORMANCE RISK RATING WHICH WILL BE TREATED AS NEUTRAL.

M.3.1.3. OFFERORS ARE CAUTIONED THAT IN CONDUCTING THE PAST PERFORMANCE RISK ASSESSMENT, THE GOVERNMENT MAY USE DATA PROVIDED BY THE OFFEROR IN ITS PROPOSAL AND DATA OBTAINED FROM OUTSIDE SOURCES. SINCE THE GOVERNMENT MAY NOT NECESSARILY INTERVIEW ALL OF THE SOURCES PROVIDED BY OFFERORS, IT IS INCUMBENT UPON THE OFFEROR TO EXPLAIN THE RELEVANCE OF THE DATA PROVIDED. OFFERORS ARE REMINDED THAT WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION RESTS WITH THE OFFERORS.

M.3.1.4. THE GOVERNMENT WILL FOCUS ITS PAST PERFORMANCE INQUIRY ON ALL ASPECTS OF CONTRACT PERFORMANCE INCLUDING (1) QUALITY OF PERFORMANCE, (2) DELIVERY SCHEDULE CONFORMANCE/TIMELINESS, AND (3) COOPERATION IN RESOLVING ISSUES.

M.3.1.5. THE ELEMENT OF PAST PERFORMANCE WILL BE EVALUATED USING THE FOLLOWING ADJECTIVAL RATINGS:

A. EXCEPTIONAL: ESSENTIALLY NO DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD. RISK: LOW.

B. GOOD: LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD. RISK: LOW-MODERATE.

C. ADEQUATE: SOME DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD. RISK: MODERATE.

D. MARGINAL: SIGNIFICANT DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD. RISK: MODERATE TO HIGH.

E. POOR: EXTREMELY DOUBTFUL THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT BASED ON THEIR PERFORMANCE RECORD. RISK: HIGH.

F. UNKNOWN RISK: THE OFFEROR HAS LITTLE/NO RELEVANT PAST PERFORMANCE UPON WHICH TO BASE A MEANINGFUL PERFORMANCE RISK PREDICTION. RISK: UNKNOWN.

M.3.2. ELEMENT 2, SMALL BUSINESS PARTICIPATION

M.3.2.1. THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH OFFERORS IDENTIFY, AND COMMIT TO UTILIZING, SMALL BUSINESSES (SBs), HUB ZONE SBs, SMALL DISADVANTAGED BUSINESSES (SDBs), WOMEN OWNED SMALL BUSINESSES (WOSBs) AND HISTORICALLY BLACK COLLEGES AND UNIVERSITY/MINORITY INSTITUTIONS (HBCU/MIs) IN THE PERFORMANCE OF THE CONTRACT. SUCH UTILIZATION MAY BE AS THE PRIME CONTRACTOR OR A SUBCONTRACTOR, OR AS A MEMBER OF A JOINT VENTURE OR TEAMING ARRANGEMENT.

M.3.2.2. THE EVALUATION WILL INCLUDE THE FOLLOWING:

A. THE EXTENT TO WHICH THE PROPOSAL SPECIFICALLY IDENTIFIES SBs, HUB ZONE SBs, SDBs, WOSBs AND HBCU/MIs AND THE ESTIMATED DOLLAR VALUE OF THEIR PARTICIPATION, INCLUDING THE PARTICIPATION OF THE OFFEROR, IF IT IS A SB, HUB ZONE SB, SDB, WOSB, OR AN HBCU/MI;

B. THE COMPLEXITY OF THE ITEMS/SERVICES TO BE FURNISHED BY SBs, HUB ZONE SBs, SDBs, WOSBs AND HBCU/MIs;

C. THE EXTENT OF PARTICIPATION OF SUCH CONCERNS IN TERMS OF THE VALUE OF THE TOTAL CONTRACT AMOUNT;

D. AN ASSESSMENT OF THE RISK, BASED UPON PAST PERFORMANCE, OF THE OFFEROR ACTUALLY ACHIEVING THE INVOLVEMENT OF SMALL BUSINESS CONCERNS AS PROPOSED. SUCH ASSESSMENT WILL INCLUDE AN EVALUATION OF PERFORMANCE OVER THE PAST THREE CALENDAR YEARS IN COMPLYING WITH THE REQUIREMENTS OF FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS;

M.3.2.3. THE ELEMENT OF SMALL BUSINESS PARTICIPATION WILL BE EVALUATED UTILIZING THE FOLLOWING ADJECTIVAL RATINGS:

A. EXCELLENT: PROPOSAL INCLUDES A SUBSTANTIAL PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (MORE THAN 20%) AND COMPLEXITY, TO BE PERFORMED IN THE SB, HUB ZONE SB, SDB, WOSB AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS SUBSTANTIVE EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SUBCONTRACTING PLANS OR POLICY GOALS. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE SUBSTANTIAL AND ARE CONSIDERED VERY REALISTIC (VERY LOW RISK).

Name of Offeror or Contractor:

B. GOOD: PROPOSAL INCLUDES A SIGNIFICANT PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (MORE THAN 15%) AND COMPLEXITY, TO BE PERFORMED IN THE SB, HUB ZONE SB, SDB, WOSB AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF MOST SUBCONTRACTING PLANS OR POLICY GOALS. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE SIGNIFICANT AND ARE CONSIDERED REALISTIC (LOW RISK).

C. ADEQUATE: PROPOSAL INCLUDES A REASONABLE PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (MORE THAN 10%) AND COMPLEXITY, TO BE PERFORMED IN THE SB, HUB ZONE SB, SDB, WOSB AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. OFFEROR HAS EVIDENCE SUGGESTING PRIOR ACHIEVEMENT OF SOME SUBCONTRACTING PLANS OR POLICY GOALS. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THE OFFEROR'S PROPOSED GOALS AND/OR ACTIONS ARE ADEQUATE AND COULD BE MET IF THE OFFEROR FOCUSES ATTENTION ON THEM (MODERATE RISK).

D. MARGINAL: PROPOSAL INCLUDES A MINIMAL PORTION OF THE WORK, IN TERMS OF DOLLAR VALUE (LESS THAN 10%) AND COMPLEXITY, TO BE PERFORMED IN THE SB, HUB ZONE SB, SDB, WOSB AND HBCU/MI SECTOR BY THE PRIME (IF SO QUALIFIED) AND/OR AS SUBCONTRACTORS OR TEAM MEMBERS. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS LITTLE LIKELIHOOD THAT MORE THAN A MINIMAL PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR (HIGH RISK).

E. POOR: OFFEROR DEMONSTRATES LITTLE OR NO COMMITMENT TO USING SBs, HUB ZONE SBs, SDBs, WOSBs AND HBCU/MIs. THERE IS NO EVIDENCE THAT THE OFFEROR MET HIS PRIOR GOALS AND/OR SHOWS SERIOUS COMMITMENT AND HE DID NOT PROVIDE ADEQUATE JUSTIFICATION FOR NOT DOING SO. BASED ON THE PROPOSAL AND/OR PAST PERFORMANCE HISTORY, THERE IS NEGLIGIBLE LIKELIHOOD THAT ANYTHING OTHER THAN A TOKEN PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR (VERY HIGH RISK).

F. NEUTRAL: OFFERORS ARE REQUIRED TO ADDRESS TWO AREAS IN THEIR SMALL BUSINESS PARTICIPATION RESPONSE: (1) PROPOSED" SMALL BUSINESS USAGE IN PERFORMANCE OF THE POTENTIAL CONTRACT, AND (2) "PAST" USAGE OF SMALL BUSINESS IN CONTRACT PERFORMANCE. A "NEUTRAL RATING" WILL BE ISSUED FOR THE "PAST" SMALL BUSINESS USAGE WHEN THE OFFEROR HAS HAD NO PAST GOVERNMENT CONTRACTS SUBJECT TO FAR 52.219-8 OR 9. A SMALL BUSINESS PARTICIPATION RATING WILL BE GIVEN FOR THE "PROPOSED" SMALL BUSINESS UTILIZATION, AND THAT RATING WILL BE COMBINED WITH THE NEUTRAL "PAST" SMALL BUSINESS PARTICIPATION RATING TO DEVELOP ONE OVERALL SMALL BUSINESS PARTICIPATION RATING. OFFERORS WHO RECEIVE A NEUTRAL RATING WILL NOT BE EVALUATED EITHER FAVORABLY OR UNFAVORABLY, BUT WILL BE EVALUATED IN THE CONTEXT OF THE IMPORTANCE OF SMALL BUSINESS PARTICIPATION TO THE OVERALL SOLICITATION EFFORT.

*** END OF NARRATIVE M001 ***