

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 28					
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-99-T-0274		6. Solicitation Issue Date			
7. For Solicitation Information Call:		A. Name ADDY TKATCH			B. Telephone Number (No Collect Calls) (309) 782-5313		8. Offer Due Date/Local Time 2000JAN18 03:45pm				
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630			Code W52H09	10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 8711 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms			
e-mail: TKATCHA@RIA.ARMY.MIL						13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA5			
15. Deliver To SEE SCHEDULE			Code	16. Administered By				Code			
Telephone No.											
17. Contractor/Offeror			Code	Facility	18a. Payment Will Be Made By				Code		
Telephone No.											
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price		24. Amount		
		SEE SCHEDULE									
		(Attach Additional Sheets As Necessary)									
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)						
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed			
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For		
32b. Signature Of Authorized Government Representative			32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			37. Check Number			
41a. I Certify This Account Is Correct And Proper For Payment					38. S/R Account Number		39. S/R Voucher Number		40. Paid By		
41b. Signature And Title Of Certifying Officer			41c. Date		42a. Received By (Print)						
					42b. Received At (Location)						
					42c. Date Recd (YYMMDD)		42d. Total Containers				

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 28**

**PIIN/SIIN** DAAE20-99-T-0274

**MOD/AMD**

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

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

1	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	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) 782-3224  
 Electronic Mail Address: AMSTA-AC-PC@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)

2	52.211-4503 TACOM-RI	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
---	-------------------------	--	----------

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

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

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

**Name of Offeror or Contractor:**

---

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

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

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

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

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

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

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

3            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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-T-0274 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 28
<b>Name of Offeror or Contractor:</b>		

(AS7004)

4            52.227-4577            NOTICE OF M16 SERIES RIFLE REQUIREMENTS            MAR/1995  
TACOM-RI

(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the "Disposition of Drawings and Specifications" clause contained in Section H of this document.

(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the "M16 License Agreement Requirement" clause contained in Section H of this document.

(End of clause)

(AS7501)

5            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](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)

EXECUTIVE SUMMARY -

1. YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE BASED ON PRICE ALONE. SEE INSTRUCTIONS TO OFFERORS ON PAGE 28 AND EVALUATION - COMMERCIAL ITEMS ON PAGE 28.

2. THIS SOLICITATION IS FOR THE CONVERSION OF THE TECHNICAL DRAWINGS OF THE M16A2/M16A4 RIFLES AND THE M4 CARBINE FROM A RASTER IMAGE 2-D LINE DRAWING FORMAT TO A 3-D SOLID MODEL FORMAT WITH ASSOCIATED PARAMETRIC 2-D DRAWINGS AND RELATED ENGINEERING SERVICES.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 28**

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

2. THIS CONVERSION IS TO BE DONE USING PRO/ENGINEERING PARAMETRIC 3-D SOLID MODELING COMPUTER AIDED DESIGN SOFTWARE, VERSION 20. INTERESTED OFFERORS WILL NEED THEIR OWN ABOVE-MENTIONED PRO/ENGINEER SOFTWARE PROGRAM AND THEIR OWN WORKSTATIONS. THE GOVERNMENT WILL NOT PROVIDE COMPUTER SOFTWARE OR WORKSTATIONS.

4. THIS EFFORT WILL CONSIST OF JOINT IN-HOUSE GOVERNMENT WORK AND CONTRACTED WORK. AT A MINIMUM, IT IS ANTICIPATED THAT WEEKLY MEETINGS WITH THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED.

5. FAR PARTS 13 AND 12 WILL BE APPLICABLE TO THIS ACTION.

6. DELIVERY OF THE COMPLETED PRODUCTS WILL BE FOB DESTINATION WITHIN 5 MONTHS FROM THE DATE OF AWARD.

7. THIS ACTION IS 100% SMALL BUSINESS SET-ASIDE.

8. IN ORDER TO BE ELIGIBLE FOR AN AWARD, THE OFFEROR MUST HAVE SIGNED AND AGREED TO COMPLY WITH THE TERMS CONTAINED IN THE NON-DISCLOSURE AGREEMENT.

9. THE TECHNICAL DATA PACKAGES FOR THE M16A2/M16A4 RIFLES AND THE M4 CARBINE ARE ON THE CD-ROM WHICH WILL BE SENT OUT SEPARATELY TO THOSE OFFERORS WHO SIGN AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE NON-DISCLOSURE AGREEMENT. ALSO INCLUDED ON THIS CD-ROM IS THE 3-DIMENSIONAL TECHNICAL DATA PACKAGE CONFIGURATION MANAGEMENT AND MODELING STANDARDS. THE STATEMENT OF WORK FOR THIS ACTION IS INCORPORATED AS ATTACHMENT 002.

\*\*\* END OF NARRATIVE A001 \*\*\*

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

2. REQUEST YOU CERTIFY TO CLAUSES CONTAINED IN SECTION K.

3. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_

4. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_

5. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

\*\*\* END OF NARRATIVE A002 \*\*\*

''AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.''

\*\*\* END OF NARRATIVE A003 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: ENGINEERING SERVICES*                      SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB SITE: DESTINATION.</p> <p>SEE THE STATEMENT OF WORK,                      ATTACHMENT 002, FOR FURTHER DETAILS.</p> <p>DELIVERY OF ITEMS SHALL BE IN                      ACCORDANCE WITH THE STATEMENT OF WORK.</p> <p>FINAL DELIVERY SHALL BE COMPLETED                      WITHIN 5 MONTHS AFTER CONTRACT AWARD.</p> <p>(End of narrative F001)</p>			<p>\$ _____</p>	<p>\$ _____</p>

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 28**

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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):

- (1) TDPL 9349000 (M16A2 Rifle) with revisions in effect as of 18 Jun 1999
- (2) TDPL 12973001 (M16A4 Rifle) with revisions in effect as of 18 Jun 1999
- (3) TDPL 9390000 (M4 Carbine) with revisions in effect as of 18 Jun 1999

The above TDPLs are on the CD-ROM.

(CS6100)

1. THE TECHNICAL DATA PACKAGES FOR THE M16A2/M16A4 RIFLES AND THE M4 CARBINE ARE ON THE CD-ROM WHICH WILL BE SENT SEPARATELY TO THOSE OFFERORS WHO SIGN AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE NON-DISCLOSURE AGREEMENT. ALSO ON THIS CD-ROM IS THE 3-DIMENSIONAL TECHNICAL DATA PACKAGE CONFIGURATION MANAGEMENT AND MODELING STANDARDS. THESE STANDARDS ARE APPLICABLE TO THIS ACTION.

2. THE STATEMENT OF WORK IS INCORPORATED AS ATTACHMENT 002 AND IS ALSO APPLICABLE TO THIS ACTION.

\*\*\* END OF NARRATIVE C001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-T-0274 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 28
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(EA7001)

1	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 9 of 28**

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 10 of 28**

**PIIN/SIIN** DAAE20-99-T-0274

**MOD/AMD**

**Name of Offeror or Contractor:**

CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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

Page 11 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.227-4575 TACOM-RI	DISPOSITION OF DRAWINGS AND SPECIFICATIONS	MAR/1995

(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

'This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with instructions issued by the responsible Contracting Officer upon completion of the purpose for which it was issued.'

(b) It is required that the Contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The Contractor's attention is specifically directed to the fact that, under this Contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph 1 above shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph 1 above.

(e) Destruction of this technical data shall be accomplished by burning, shredding or pulping.

(f) A certificate of destruction must be forwarded to:

Tank Automotive and Armament Command  
ATTN: AMSTA-LC-CSC  
Rock Island, IL 61299-7630

(End of clause)

(HS7501)

2	52.227-4576 TACOM-RI	M16 LICENSE AGREEMENT REQUIREMENT	MAR/1995
---	-------------------------	-----------------------------------	----------

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

3	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
---	-------------------------	----------------------------	----------

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-T-0274 <b>MOD/AMD</b>	<b>Page 12 of 28</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

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)

**Name of Offeror or Contractor:**

## CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
4	52.232-18	AVAILABILITY OF FUNDS	APR/1984
5	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
6	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
7	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
8	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
9	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
10	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
11	252.227-7019 DFARS	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
12	252.227-7020 DFARS	RIGHTS IN SPECIAL WORKS	JUN/1995
13	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
14	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
15	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
16	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
17	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
18	252.246-7001 DFARS	WARRANTY OF DATA - ALTERNATE II	DEC/1991
19	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

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

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

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

\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

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

Page 14 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_\_(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_(ii.) Alternate I to 52.219-5.
- \_\_\_\_(iii.) Alternate II to 52.219-5.
- \_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- X \_\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I of 52.219-23
- \_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- \_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X \_\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X \_\_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X \_\_\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X \_\_\_\_ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X \_\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- \_\_\_\_(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- \_\_\_\_(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- \_\_\_\_(18) Reserved.
- \_\_\_\_(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- \_\_\_\_(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- \_\_\_\_(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- \_\_\_\_(ii) Alternate I of 52.225-21.
- X \_\_\_\_ (22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- \_\_\_\_(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_\_(26) 201-39.5202-3, Procurement Authority (FIRMR).
- (This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 15 of 28</b>
	PIIN/SIIN DAAE20-99-T-0274	MOD/AMD

**Name of Offeror or Contractor:**

The specific GSA DPA case number is -2-).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(IF6260)

20	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	SEP/1999
----	-----------------------	---	----------

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

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if

**Name of Offeror or Contractor:**

checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

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

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

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

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

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

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities.

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

\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

\_\_\_\_ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

\_\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

X\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

X\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

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

(End of clause)

(IA6720)

21 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999  
DFARS

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

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

**Name of Offeror or Contractor:**

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

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

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

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

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 18 of 28**

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CD-ROM		001	
Attachment 002	STATEMENT OF WORK	15-SEP-99	002	
Attachment 003	APPENDIX A		006	
Attachment 004	IOC FORM 715-E, FEB 96		002	

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

Page 19 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

## 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>
1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
2	252.227-7017 DFARS	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
3	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
4	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	OCT/1999

(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Women-owned small business concern means a small business concern -

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

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

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government;

Name of Offeror or Contractor:

(4) Type of Organization.

- Sole proprietorship
- Partnership
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(5) Common Parent.

Offeror is not owned or controlled by a common parent.  
 Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it  
 is  
 is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

a women-owned small business concern.

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

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

a women-owned business concern.

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

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

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

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

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

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

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

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

(i) General. The offeror represents that either -

- (A) It  is
- is not

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

- (B) It  has
- has not

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

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

(iii) Address. The offeror represents that its address  is  is not

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

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 22 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:** Hispanic American Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia )Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American )persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

 Individual/concern, other than one of the preceding.

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

(i) it

 is is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it

 is is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(i) It

 has, has not,

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

(ii) It

 has, has not,

filed all required compliance reports.

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

(i) It

 has developed and has on file, has not developed and does not have on file,

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

(ii) It

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no

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

Page 23 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

**Name of Offeror or Contractor:**

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

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

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

\_\_\_\_are,

\_\_\_\_are not

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

(2) \_\_\_\_Have,

\_\_\_\_Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

\_\_\_\_are,

\_\_\_\_are not

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

(End of provision)

(KF7059)

5

252.212-7000

OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

NOV/1995

DFARS

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by

**Name of Offeror or Contractor:**

such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

\_\_\_\_ Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

(LA7001)

Regulatory Cite	Title	Date
1	52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JUN/1998
2	52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	NOV/1999
3	252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE DFARS	AUG/1999
4	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 DOA5 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.

(LF6014)

5	52.215-4510 ELECTRONIC BIDS/OFFERS TACOM-RI	AUG/1999
---	---	----------

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

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<<http://aaibids.ria.army.mil/aaibids/PaddWeb/index.html>>."

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

(End of Provision)

(LS7011)

6	52.215-4511 ELECTRONIC AWARD NOTICE TACOM-RI	APR/1999
---	--	----------

**Name of Offeror or Contractor:**

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

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

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

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

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

Page 28 of 28

PIIN/SIIN DAAE20-99-T-0274

MOD/AMD

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: PRICE, PAST PERFORMANCE, EXPERIENCE, AND LOCATION.

(B) THE TOTAL EVALUATED PRICE SHALL BE LISTED BY THE OFFEROR ON THE SUPPLIES/SERVICES PAGE.

(C) THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM GOVERNMENT SOURCES. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION. THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

(D) OFFERORS SHALL PROVIDE ALONG WITH THEIR RESPONSE TO THIS SOLICITATION THE INFORMATION CONCERNING EXPERIENCE AND LOCATION AS STATED IN BELOW IN INSTRUCTIONS TO OFFERORS. IF THIS INFORMATION IS NOT PROVIDED, THE OFFEROR MAY BE FOUND TO BE UNACCEPTABLE.

(End of provision)

(MF6025)

## INSTRUCTIONS TO OFFERORS

1. CONTRACT AWARD WILL NOT BE MADE BASED ON PRICE ALONE.

2. THE GOVERNMENT INTENDS TO EVALUATE PRICE, PAST PERFORMANCE, EXPERIENCE, AND LOCATION. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION ON PAST PERFORMANCE. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS GOVERNMENT SOURCES. HOWEVER, OFFERORS ARE REQUIRED TO SUBMIT THE FOLLOWING INFORMATION:

## A. EXPERIENCE -

PLEASE PROVIDE A BRIEF DESCRIPTION (APPROXIMATELY 1/2 PAGE) OF YOUR EXPERIENCE WITH SOLID MODELING. SPECIFICALLY, INCLUDE THE NUMBER OF PRO/ENGINEER LICENCES AND WORKSTATIONS, LOCATION OF THESE WORKSTATIONS, NUMBER OF EMPLOYEES AND APPROXIMATE YEARS OF EXPERIENCE (E.G., 12 ENGINEERS AND TECHNICIANS WITH AN AVERAGE OF 2000 HOURS OF SEAT TIME USING PRO/ENGINEER). INCLUDE ANY RELEVANT EXPERIENCE CONVERTING 2-D LINE DRAWINGS TO PRO/ENGINEER SOLID MODEL FORMAT FOR PRIVATE COMPANIES AND/OR OTHER GOVERNMENT AGENCIES.

## B. LOCATION -

SINCE THIS EFFORT IS BEING CONDUCTED AS A JOINT IN-HOUSE GOVERNMENT EFFORT AND A CONTRACTED EFFORT, INTERFACE IS CRITICAL TO THE SUCCESS OF THIS PROGRAM. PLEASE INDICATE WHERE THE MODELING EFFORT WILL PHYSICALLY BE PERFORMED AND THE FREQUENCY AND MODE OF INTERFACT (I.E., HOW OFTEN DO YOU EXPECT TO MEET WITH THE GOVERNMENT PERSONNEL MODELING THEIR ITEMS AND WILL THESE BE VIA PHONE CALLS, EMAIL, DTV, OR ON-SITE VISITS, ETC).

\*\*\* END OF NARRATIVE M001 \*\*\*