

|                                    |                             |   |   |                |
|------------------------------------|-----------------------------|---|---|----------------|
| 1. Request No.<br>DAAE20-00-T-0280 | 2. Date Issued<br>2000JUN28 | 3. Requisition/Purchase Request No.<br>See Schedule | 4. Cert For Nat Def. Under BDSA<br>Reg. 2 and/or DMS Reg. 1 | Rating<br>DOA5 |
|------------------------------------|-----------------------------|---|---|----------------|

|   |   |
|---|---|
| 5A. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CFA-B<br>ROCK ISLAND IL 61299-7630 | 6. Deliver by (Date)<br>See Schedule  |
|   | 7. Delivery<br><input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other |

|   |  |
|---|--|
| 5B. For Information Call: (Name and telephone no.) (No collect calls)<br>KATHY A WARNER (309) 782-3148<br>EMAIL: WARNERK@RIA.ARMY.MIL |  |
|---|--|

|   |  |
|---|--|
| 8. To: Name and Address, Including Zip Code | 9. Destination (Consignee and address, including Zip Code)<br><br>See Schedule |
|---|--|

|  |   |
|--|---|
| 10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)<br>28-JUL-00 | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter. |
|--|---|

**11. Schedule (Include applicable Federal, State, and local taxes)**

| Item Number (a) | Supplies/Services (b) | Quantity (c) | Unit (d) | Unit Price (e) | Amount (f) |
|-----------------|-----------------------|--------------|----------|----------------|------------|
|                 | (See Schedule)        |              |          |                |            |

|                                 |                       |                       |                       |                  |            |
|---------------------------------|-----------------------|-----------------------|-----------------------|------------------|------------|
| 12. Discount For Prompt Payment | a. 10 Calendar Days % | b. 20 Calendar Days % | c. 30 Calendar Days % | d. Calendar Days |            |
|                                 |                       |                       |                       | Number           | Percentage |

**NOTE: Additional provisions and representations  are  are not attached.**

|   |  |                       |
|---|--|-----------------------|
| 13. Name and Address of Quoter (Street, City, County, State and Zip Code) | 14. Signature of Person Authorized to Sign Quotation | 15. Date of Quotation |
|   | <b>16. Signer</b>                                    |                       |
|   | a. Name (Type or Print)                              | b. Telephone          |
|   |  | Area Code             |
|   | c. Title (Type or Print)                             | Number                |

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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 | NOV/1995 |
|     | TACOM-RI    |                                 |          |

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)



|                           |   |                            |
|---------------------------|---|----------------------------|
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|---------------------------|---|----------------------------|

**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](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)

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**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)

AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE.

PREVIOUS HISTORY FOR MOST SOLICITATIONS CAN BE OBTAINED FROM THE FOLLOWING WEB SITE:  
<http://www-acalal.ria.army.mil/ACALA/acq.html>.

THE ABILITY TO VIEW AND DOWNLOAD TACOM-RI SOLICITATION INFORMATION IS NOW AVAILABLE THROUGH THE TACOM-RI ACQUISITION INFORMATION SYSTEM (AAIS). IN ADDITION TO THE VIEW/DOWNLOAD CAPABILITY, VENDORS MAY ELECTRONICALLY ORDER BID SETS.

AWARD OF THIS SOLICITATION WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE GOVERNMENT AND SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE GOVERNMENT TO BUY THE SUPPLIES/SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE AWARDEE DEMONSTRATES TO THE GOVERNMENT THAT THE OFFER IS ACCEPTED. THIS ACCEPTANCE IS DEMONSTRATED BY DELIVERY OF THE SUPPLIES/SERVICES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

REQUEST QUOTATION REMAIN VALID FOR 60 DAYS.

CONTRATOR'S CEC/TIN: \_\_\_\_\_

CONTRACTOR'S CAGE CODE: \_\_\_\_\_

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

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |            |          |
| 0001AA  | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1025-01-071-0633<br/>                     NOUN: MOUNT,ALIGNMENT DEV<br/>                     FSCM: 19200<br/>                     PART NR: 11747246<br/>                     SECURITY CLASS: Unclassified<br/>                     PRON: M101F234M1 PRON AMD: 01<br/>                     AMS CD: 060011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 W52H090174A051 W25G1U J 2<br/> <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>                     001 14 0150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (W25G1U) XU TRANSPORTATION OFFICER<br/>                     DDSP NEW CUMBERLAND FACILITY<br/>                     BUILDING MISSION DOOR 113 134<br/>                     NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     002 W52H090174A052 W45G19 J 2<br/> <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>                     001 8 0150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (W45G19) XU W390 RED RIVER MUNITIONS CTR<br/>                     FIELD SERVICE AMMUNITION<br/>                     TEXARKANA TX 75507-5000</p> | 22       | EA   | \$ _____   | \$ _____ |
| 0002    | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules</p>   |          |      |            |          |

CONTINUATION SHEET

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>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>Description/Specs./Work Statement</u><br/>PROCUREMENT DOCUMENTATION TITLE:<br/>DD FORM 1423 -CDRL CLIN</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Destination</p> |          |      |            |        |

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**MOD/AMD**

**Name of Offeror or Contractor:**

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225-7008<br>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)

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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<br>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 11747246 with revisions in effect as of 04/13/00 (except as follows):

| DOCUMENT                 | DELETE      | REPLACE WITH   |
|--------------------------|-------------|--|
| SPI 11747426             | MIL-P-116   | MIL-STD-2073-1   |
| DWG 11747246 Sh 1, Rev A | MS9021      | AS3578   |
| SQAP 11747240            | AQLS        | MIL-STD-1916 VL IV for Major & VL II for Minor characteristics |
|                          | MIL-F-45133 | MIL-F-13926  |

Pg 1 for Major 101 change as follows:

|                                |          |       |
|--------------------------------|----------|-------|
| FROM: .4375-20 UNF-3B 2 Places | 11747240 | SME-1 |
| TO: .4375-20 UNF-3B 2 Places   | 11747240 |       |
| Pitch Diameter                 |          | SMTE  |
| Minor Diameter                 |          | SMTE  |

Under Part IV delete Para. 1 and change Para(s) 2, 3, & 4 to 1, 2, & 3.

(CS6100)

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| D-1 | 52.211-4501<br>TACOM-RI | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2000    |

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 01 OCT 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number: P11747246, DATED 21 NOV 94

b. Unitization 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 containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6411)

**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 - ALTERNATE I                  | JUL/1985    |
| E-2 | 52.246-4025<br>TACOM-RI | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT | OCT/1997    |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) ANSI/ASQ Q9003
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| E-3 | 52.246-4528<br>TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|-----|-------------------------|---|----------|

a. Rework and Repair are defined as follows:

**Name of Offeror or Contractor:**

(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)

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**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](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> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER                           | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| F-3 | 52.247-29              | F.O.B. ORIGIN                             | JUN/1988    |
| F-4 | 52.247-34              | F.O.B. DESTINATION                        | JAN/1991    |
| F-5 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-6 | 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-7 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|     | TACOM-RI    |                                  |          |

(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)

|                           |   |                      |
|---------------------------|---|----------------------|
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**Name of Offeror or Contractor:**

CLAUSE 52.247-29, FOB ORIGIN, IS APPLICABLE TO OPTION QUANTITY ONLY.

\*\*\* END OF NARRATIVE F001 \*\*\*

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## 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](http://www.acq.osd.mil/dp/dars)

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

(HA7001)

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

|     |   |          |
|-----|---|----------|
| H-1 | 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)<br>TACOM-RI | MAY/2000 |
|-----|---|----------|

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are [warnerk@ria.army.mil](mailto:warnerk@ria.army.mil) and [AMSTA-LC-CTRL@ria.army.mil](mailto:AMSTA-LC-CTRL@ria.army.mil). The data fax numbers for submission are (309) 782-2301, ATTN: Kathy Warner and (309) 782-1338 (ATTN: Louise Kalal).

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

(1) The FMS/MAP copies may be submitted to: NA

(End of Clause)

(HS6510)

|     |  |          |
|-----|--|----------|
| H-2 | 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE<br>TACOM-RI | 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 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION<br>TACOM-RI | 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**

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**PIIN/SIIN** DAAE20-00-T-0280

**MOD/AMD**

**Name of Offeror or Contractor:**

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Shipped From:

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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**

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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](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> |
|------|------------------------|--|-------------|
| I-1  | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| 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  | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-5  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION       | MAY/1999    |
| I-6  | 52.243-1               | CHANGES - FIXED PRICE  | AUG/1987    |
| I-7  | 52.246-1               | CONTRACTOR INSPECTION REQUIREMENTS   | APR/1984    |
| I-8  | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                 | APR/1992    |
| I-9  | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                             | MAR/1998    |
| I-10 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                                 | DEC/1991    |
| I-11 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | MAR/1998    |
| I-12 | 252.225-7016<br>DFARS  | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                       | AUG/1998    |
| I-13 | 252.225-7025<br>DFARS  | RESTRICTION ON ACQUISITION OF FORGINGS                                       | JUN/1997    |
| I-14 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-15 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-16 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-17 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT                                     | DEC/1991    |
| I-18 | 52.213-4               | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | JUL/2000    |

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

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

|      |          |   |          |
|------|----------|---|----------|
| I-19 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1990 |
|------|----------|---|----------|

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

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

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

**Name of Offeror or Contractor:**

d. The Contracting Officer may exercise the evaluated option at any time preceding 6 months after award by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)

\$\_\_\_\_\_ CLIN 0001AA

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

(End of Clause)

(IF6080)

I-20 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

I-21 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.

**Name of Offeror or Contractor:**

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

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

(c) Rental charge.

(1) Real property and associated fixtures.

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

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

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

(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 20 of 30****PIIN/SIIN** DAAE20-00-T-0280**MOD/AMD****Name of Offeror or Contractor:**

I-22 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 21 of 30**

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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         | DOCUMENT SUMMARY LIST                         |             | 001                    |                       |
| Exhibit A              | CONTRACT DATA REQUIREMENT LIST (DD FORM 1423) | 16-MAY-00   | 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 3499.

(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).

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

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

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. "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                      52.207-4                      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.

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
|-------------|-----------------|----------------------------|--------------|

**Name of Offeror or Contractor:**

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(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-4                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-5                    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-6                    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--

**Name of Offeror or Contractor:**

(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)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 26 of 30</b> |
|                           | PIIN/SIIN DAAE20-00-T-0280                       | MOD/AMD              |

**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](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)

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

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-1 | 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 (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, Ms. Mary Donovan/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: AMCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LF6254)

|     |          |                                     |          |
|-----|----------|-------------------------------------|----------|
| L-2 | 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | APR/1984 |
|-----|----------|-------------------------------------|----------|

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

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

(End of Provision)

(LF7015)

|     |             |                        |          |
|-----|-------------|------------------------|----------|
| L-3 | 52.215-4510 | ELECTRONIC BIDS/OFFERS | AUG/1999 |
|     | TACOM-RI    |                        |          |

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

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have



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

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**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](http://www.acq.osd.mil/dp/dars)

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

(MA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>          | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| M-1 | 52.217-5               | EVALUATION OF OPTIONS | JUL/1990    |

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

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

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

(End of Provision)

(MF7009)

|     |                         |                      |          |
|-----|-------------------------|----------------------|----------|
| M-2 | 52.215-4507<br>TACOM-RI | EVALUATION OF OFFERS | MAR/1988 |
|-----|-------------------------|----------------------|----------|

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| M-3 | 52.245-4519<br>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:

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

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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.

(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

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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)

AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICED RESPONSIVE RESPONSIBLE OFFEROR.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING AGENCY EXPERIENCE WITH THE OFFEROR, PREVIOUS CONTRACT HISTORY AVAILABLE FROM DCMC, ETC. 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 DISCUSSION WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATED PRICE TO THE GOVERNMENT. THE TOTAL EVALUATED PRICE WILL CONSIST OF EVALUATION OF THE LOWEST RESPONSIVE RESPONSIBLE OFFEROR'S PRICE LISTED IN SECTION B OF THE SOLICITATION.

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