

|   |  |  |   |  |
|---|--|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOA5                             | <b>Page</b> 1 of 40                                |
| <b>2. Contract No.</b>  | <b>3. Solicitation No.</b><br>DAAE20-01-R-0021 | <b>4. Type of Solicitation</b><br>Negotiated (RFP)               | <b>5. Date Issued</b><br>2000DEC28                | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-B<br>ROCK ISLAND IL 61299-7630 |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b> |  |

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2001FEB02 (Date).

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

|                                  |   |  |
|----------------------------------|---|--|
| <b>10. For Information Call:</b> | <b>Name</b> PAT CAHILL<br><b>E-mail address:</b> CAHILLP@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-0852 |
|----------------------------------|---|--|

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

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

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001

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**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<br>TACOM-RI | NOV/1995 |
|-----|---|----------|

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

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

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

(End of clause)

(AS7006)



|                           |   |                                |
|---------------------------|---|--------------------------------|
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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 52.243-4510 DIRECT VENDOR DELIVERY  
TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-8 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT  
TACOM-RI

MAR/1995

This solicitation and any resulting contract are subject to the 'Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)' clause contained in Section H of this document.

(End of clause)

(AS7500)

A-9 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2  
TACOM-RI

JUN/1998

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)

IN SECTION J: DELETE ATTACHMENT 1A INSTRUCTION FOR COMPLETED DD FORM 1423

IN SECTION J: DELETE ATTACHMENT 4A GUIDANCE ON DOCUMENT OF CONTRACTOR DATA REQUIREMENTS (CDRL)

OPENING DATE IS NOT EXTENDED.

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

Name of Offeror or Contractor:

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY                | UNIT            | UNIT PRICE              | AMOUNT        |                 |              |     |                |        |   |  |   |  |  |  |  |
|-------------------|---|-------------------------|-----------------|-------------------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|--|--|--|--|
|                   | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
| 0001              | <u>Supplies or Services and Prices/Costs</u>  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
| 0001AA            | <u>PRODUCTION QUANTITY</u>  | 40                      | EA              | \$ _____                | \$ _____      |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | NSN: 1650-01-183-9529<br>NOUN: MOTOR, HYDRAULIC<br>FSCM: 62983<br>PART NR: MF2-009-6A<br>SECURITY CLASS: Unclassified<br>PRON: M1192072M1 PRON AMD: 01<br>AMS CD: 060011H3SOX   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | <u>Packaging and Marking</u>  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | <u>Inspection and Acceptance</u>  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | INSPECTION: Origin ACCEPTANCE: Origin   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | <u>Deliveries or Performance</u>  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | DOC SUPPL   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H0902711161</td> <td>W45G19</td> <td>J</td> <td></td> <td>2</td> </tr> </table> | <u>REL CD</u>           | <u>MILSTRIP</u> | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H0902711161 | W45G19 | J |  | 2 |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>             | <u>SIG CD</u>   | <u>MARK FOR</u>         | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |  |  |  |  |
| 001               | W52H0902711161  | W45G19                  | J               |                         | 2             |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>20</td> <td>0300</td> </tr> </table>   | <u>DEL REL CD</u>       | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | 001           | 20              | 0300         |     |                |        |   |  |   |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DAYS AFTER AWARD</u> |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
| 001               | 20  | 0300                    |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | 002   | 20                      | 0330            |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | FOB POINT: Origin   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | SHIP TO: <u>PARCEL POST ADDRESS</u>   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | (W45G19) XU W390 RED RIVER MUNITIONS CTR  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | RECEIVING BLDG 499  |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | 10 ST AND K AVE   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |
|                   | TEXARKANA TX 75507-5000   |                         |                 |                         |               |                 |              |     |                |        |   |  |   |  |  |  |  |

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**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 enclosed Technical Data Package Listing with revisions in effect as of (except as follows):

NO GOVERNMENT TECHNICAL DATA PACKAGE.

(CS6100)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| C-2 | 52.210-4511<br>TACOM-RI | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |
|-----|-------------------------|---|----------|

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

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| C-3 | 52.248-4502<br>TACOM-RI | CONFIGURATION MANAGEMENT DATA INTERFACES | MAR/1999 |
|-----|-------------------------|--|----------|

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation,

|                           |  |                                |
|---------------------------|--|--------------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-R-0021 <b>MOD/AMD</b> | <b>Page 9 of 40</b><br>REPRINT |
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**Name of Offeror or Contractor:**

regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

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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 | 52.211-4503<br>TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |
|-----|-------------------------|-------------------------------------|----------|

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container:

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

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

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

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

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

c. 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.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

**Name of Offeror or Contractor:**

marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS:

1. PACKAGING SHALL BE IN ACCORDANCE WITH ASTM D 3951 AND SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169, DISTRIBUTION CYCLE 18, ASSURANCE LEVEL I, ACCEPTANCE CRITERION 3 (DI-MISC-80508). THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR SCHEDULE H OF D4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FT. THE SHIPPING UNIT SHALL BE THE UNIT PACK. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE. PACKAGED GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING.

2. THE CONTRACTOR IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED AND IS ACCEPTABLE TO THE GOVERNMENT.

2.1 FURNISHED DATA-DETAILED PACKAGING INSTRUCTIONS OR DESIGNS ARE FURNISHED BY THE ACQUISITION ACTIVITY. THIS INCLUDED THE PREDETERMINED CODES TO BE USED FOR COMMON ITEMS.

2.2 PREVIOUS TEST RECORDS-THE CONTRACTOR HAS PREVIOUS SUCCESSFUL TEST RECORDS FOR THE SAME OR SIMILAR ITEMS.

2.3 APPROVED ENGINEERING DATA-THE CONTRACTOR HAS ENGINEERING DATA WHICH HAS BEEN APPROVED BY THE COGNIZANT DOD ACTIVITY AND INDICATES THAT THE PROPOSED PACKAGING DESIGN WILL SUCCESSFULLY MEET THE REQUIREMENTS OF THE CONTRAST.

2.4 MULTIAPPLICATION CONTAINERS-ITEMS MEET THE WEIGHT, DIMENSION AND FRAGILITY REQUIREMENTS OF MIL-STD-2073-1, TABLE C.IV AND ARE PACKED IN THE APPROPRIATE MULTIAPPLICATION CONTAINER.

2.5 CONTRACTOR SHIPPING DATA-THE CONTRACTOR HAS HISTORICAL SHIPPING DATA CONFIRMING ADEQUATE PROTECTION IS PROVIDED USING THE SAME OR EQUIVALENT PACKAGING.

3. SIMILAR ITEMS DO NOT REQUIRE TESTING.

^(End of clause)

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## 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](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)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE                | AUG/1996    |
| E-2 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE II | JUL/1985    |
| E-3 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES                         | APR/1984    |

REMARKS: THE CONTRACTOR IS TO PROVIDE THE GOVERNMENT A CERTIFICATE OF CONFORMANCE STATING THAT THE PRODUCTS PROVIDED MEET ALL THE REQUIREMENTS OF PART # MF2-009-6A REVISION DATE EFFECTIVE AT THE TIME OF CONTRACT AWARD.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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## 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 | 52.242-17              | GOVERNMENT DELAY OF WORK                                 | APR/1984    |
| F-2 | 52.247-61              | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS                | APR/1984    |
| F-3 | 52.247-65              | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991    |
| F-4 | 52.211-16              | VARIATION IN QUANTITY                                    | APR/1984    |

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

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SECTION G - CONTRACT ADMINISTRATION DATA

|     | <u>Regulatory Cite</u>  | <u>Title</u>                    | <u>Date</u> |
|-----|-------------------------|---------------------------------|-------------|
| G-1 | 52.232-4503<br>TACOM-RI | CONTRACTOR'S REMITTANCE ADDRESS | AUG/1994    |

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAR/2000    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000    |
| H-3 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | 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 CAHILLP@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1906/6346, ATTN: PAT CAHILL and (309) 782-1338 (ATTN: Nancy Fraser).

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

N/A

(End of Clause)

(HS6510)

|     |                         |                            |          |
|-----|-------------------------|----------------------------|----------|
| H-4 | 52.239-4500<br>TACOM-RI | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
|-----|-------------------------|----------------------------|----------|

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

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

(End of clause)

(HS7506)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| H-5 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|-----|-------------------------|--|----------|

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

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)

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**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  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-2  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-3  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997    |
| I-4  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY                         | JAN/1997    |
| I-5  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                 | JUN/1997    |
| I-6  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER                                 | AUG/2000    |
| I-7  | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-8  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                     | SEP/1990    |
| I-9  | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION  | AUG/1996    |
| I-10 | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ALTERNATE I)                           | OCT/1995    |
| I-11 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2000    |
| I-12 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES                                       | FEB/1997    |
| I-13 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-14 | 52.222-26              | EQUAL OPPORTUNITY  | FEB/1999    |
| I-15 | 52.222-29              | NOTIFICATION OF VISA DENIAL  | FEB/1999    |
| I-16 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA         | APR/1998    |
| I-17 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                                 | JUN/1998    |
| I-18 | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA          | JAN/1999    |
| I-19 | 52.225-8               | DUTY-FREE ENTRY  | FEB/2000    |
| I-20 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUL/2000    |
| I-21 | 52.226-1               | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES        | JUN/2000    |
| I-22 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT                | AUG/1996    |
| I-23 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | JAN/1991    |
| I-24 | 52.229-5               | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                   | APR/1984    |
| I-25 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-26 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | MAY/1997    |
| I-27 | 52.232-11              | EXTRAS   | APR/1984    |
| I-28 | 52.232-16              | PROGRESS PAYMENTS - ALTERNATE I  | MAR/2000    |
| I-29 | 52.232-17              | INTEREST   | JUN/1996    |
| I-30 | 52.232-18              | AVAILABILITY OF FUNDS  | APR/1984    |
| I-31 | 52.232-23              | ASSIGNMENT OF CLAIMS   | JAN/1986    |
| I-32 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I   | APR/1984    |
| I-33 | 52.232-25              | PROMPT PAYMENT   | JUN/1997    |
| I-34 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION           | MAY/1999    |
| I-35 | 52.233-1               | DISPUTES   | JAN/1999    |
| I-36 | 52.233-3               | PROTEST AFTER AWARD  | OCT/1995    |
| I-37 | 52.242-1               | NOTICE OF INTENT TO DISALLOW COSTS   | APR/1984    |
| I-38 | 52.242-4               | CERTIFICATION OF INDIRECT COSTS  | JAN/1997    |
| I-39 | 52.242-10              | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE                    | APR/1984    |
| I-40 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-41 | 52.243-1               | CHANGES - FIXED PRICE  | AUG/1987    |
| I-42 | 52.246-1               | CONTRACTOR INSPECTION REQUIREMENTS   | APR/1984    |
| I-43 | 52.246-23              | LIMITATION OF LIABILITY  | FEB/1997    |
| I-44 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS  | JAN/1997    |
| I-45 | 52.248-1               | VALUE ENGINEERING  | FEB/2000    |
| I-46 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)                      | SEP/1996    |

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|------|------------------------|---|-------------|
| I-47 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-48 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-49 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-50 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER<br>THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995    |
| I-51 | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | MAR/1998    |
| I-52 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/1991    |
| I-53 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND<br>COMPONENTS)   | AUG/2000    |
| I-54 | 252.225-7010<br>DFARS  | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS  | AUG/2000    |
| I-55 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | AUG/2000    |
| I-56 | 252.225-7014<br>DFARS  | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I  | MAR/1998    |
| I-57 | 252.225-7016<br>DFARS  | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  | DEC/2000    |
| I-58 | 252.225-7025<br>DFARS  | RESTRICTION ON ACQUISITION OF FORGINGS  | JUN/1997    |
| I-59 | 252.225-7031<br>DFARS  | SECONDARY ARAB BOYCOTT OF ISRAEL  | JUN/1992    |
| I-60 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
| I-61 | 252.232-7004<br>DFARS  | DOD PROGRESS PAYMENT RATES  | FEB/1996    |
| I-62 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE  | DEC/1991    |
| I-63 | 252.242-7003<br>DFARS  | APPLICATION FOR U.S. GOVERNMENT SHIPPING  | DEC/1991    |
| I-64 | 252.242-7004<br>DFARS  | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM   | DEC/2000    |
| I-65 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991    |
| I-66 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998    |
| I-67 | 252.245-7000<br>DFARS  | GOVERNMENT FURNISHED MAPPING, CHARTING AND GEODESY PROPERTY   | DEC/1991    |
| I-68 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT  | DEC/1991    |
| I-69 | 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) 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) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 180 DAYS AFTER DATE OF AWARD OF CONTRACT 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.

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g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)

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

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-70

52.202-1

DEFINITIONS

OCT/1995

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

|                           |   |                                 |
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(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-71            52.203-6            RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT            JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-72            52.203-7            ANTI-KICKBACK PROCEDURES            JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection

|                           |   |                                 |
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with a prime contract or in connection with a subcontract relating to a prime contract

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-73            52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH            AUG/1995  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase

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limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-74            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-75            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

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

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

(End of clause)

(IF7114)

I-76            52.227-1            AUTHORIZATION AND CONSENT            JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of

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performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-77            52.242-12            REPORT OF SHIPMENT (RESHIP)            JUL/1995

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

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

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

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

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

\*\*Vehicle identification.

\*\*\*Government bill of lading.

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

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

I-78            52.244-6            SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS            OCT/1998

(a) Definition

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

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

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

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

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

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

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

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

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

End of Clause

(IF7253)

I-79            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)

I-80            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            AUG/2000  
DFARS

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

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

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

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

(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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

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

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

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

(End of Clause)

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## SECTION J - LIST OF ATTACHMENTS

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<br/>Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number<br/>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<br>Data Requirements List (CDRL) |             | 2 Pgs                      |
| Attachment 5A              | Disclosure of Lobbying Activities (SF-LLL)                          |             | 3 Pgs                      |

(End of Clause)

(JS7001)

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

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

(KA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS       | APR/1991    |
| K-2 | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   | JUN/1999    |
| K-3 | 252.209-7001<br>DFARS  | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | MAR/1998    |
| K-4 | 252.209-7004<br>DFARS  | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| K-5 | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II  | OCT/2000    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 3594

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

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

(i) it  
\_\_\_\_ is  
\_\_\_\_ is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

\_\_\_\_ is  
\_\_\_\_ is not

a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -

(i) it  
\_\_\_\_ is  
\_\_\_\_ is not

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

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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.

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

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

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

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) 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

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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)

(KF6013)

K-6            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985  
 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)

K-7            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            MAY/1999  
 (a) Definition. "Women-owned business concern," as used in this provision, 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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it \_\_\_\_\_is,\_\_\_\_\_is not a women-owned business concern.

(End of provision)

(KF7064)

K-8            52.207-4            ECONOMIC PURCHASE QUANTITY - SUPPLIES            AUG/1987  
 (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

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different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

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

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-9      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      JAN/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

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

(B) Have ( )  
have not ( ),

within the 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) 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 evasions, or receiving stolen property;

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivison (a)(1)(i)(B) of this provision; and

(ii.)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

- (1) Been convicted of a Federal or state felony (or ;has any Federal or state felony indictments currently pending against them);
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-10 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS- ALTERNATE I OCT/1998

(a) General. This provision is used to assess the offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offer represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

\_\_\_ (ii) It has 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.

(2)\_\_\_For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124, 1002(f) and that the representation in paragraph (b)(1) 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:

\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.
- (3) 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 Administrations 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.

(End of provision)

(KF7011)

K-11      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-12      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-13      52.227-6      ROYALTY INFORMATION
APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

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**Name of Offeror or Contractor:**

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

(KF7002)

K-14            252.209-7003        COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS            MAR/1998  
                   DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-15            252.225-7000        BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE            SEP/1999  
                   DFARS

(a) Definitions.

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

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin

Name of Offeror or Contractor:

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

(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)

KA7702

K-16 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in 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 or subcontract resulting from this solicitation.

(c) 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 Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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**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 | 52.219-24              | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS   | OCT/2000    |
| L-2 | 52.232-38              | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER | MAY/1999    |
| L-3 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE             | SEP/1990    |

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

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

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

(End of Provision)

(LF6008)

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

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

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the 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-6 | 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

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

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-7            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 any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

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

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

(End of Provision)

(LS7011)

L-8            52.215-4511            ELECTRONIC AWARD NOTICE            APR/1999  
TACOM-RI

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

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

c. Notice of award to unsuccessful offerors shall be issued only via the 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)

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**Name of Offeror or Contractor:**

(LS7012)

**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)

| Regulatory Cite   | Title                 | Date     |
|-------------------|-----------------------|----------|
| 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 | EVALUATION OF OFFERS | MAR/1988 |
|                      | TACOM-RI             |          |

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 | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND | FEB/1996 |
|                      | TACOM-RI      RESEARCH PROPERTY                                  |          |

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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:

$$\frac{T \times R \times P \times S}{Q} = C$$

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 subcontractor's use of Government-owned property, including evaluation rates and production period.

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

(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)

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## SECTION A - SUPPLEMENTAL INFORMATION

|             |        |                         |           |  |
|-------------|--------|-------------------------|-----------|--|
| AUTO        | AA7020 | HQ, DA                  | 01-JUL-93 | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES |
| AUTO        | AS7006 | 52-201-4501<br>TACOM-RI | 01-NOV-95 | NOTICE ABOUT TACOM-RI OMBUDSMAN                                |
| AUTO/CHANGE | AS7004 | 52.215-4503<br>TACOM-RI | 01-APR-99 | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED    |

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)

|             |        |                         |           |  |
|-------------|--------|-------------------------|-----------|--|
| AUTO        | AS7010 | 52.233-4503<br>TACOM-RI | 01-JUN-98 | AMC-LEVEL PROTEST PROGRAM  |
| AUTO        | AS7008 | 52.211-4506<br>TACOM-RI | 01-DEC-97 | INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS |
| AUTO        | AS7012 | 52.243-4510<br>TACOM-RI | 01-JAN-99 | DIRECT VENDOR DELIVERY   |
| AUTO        | AS7003 | 52.210-4516<br>TACOM-RI | 01-JUN-98 | COMMERCIAL EQUIVALENT ITEM(S)  |
| AUTO/CHANGE | AS7502 | 52.246-4538<br>TACOM-RI | 01-JUN-98 | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2  |

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)

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ADDED AS7500 52.245-4576 01-MAR-95 NOTICE OF DEMILITARIZATION REQUIREMENT  
TACOM-RI

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6100 52.210-4501 01-MAR-88 DRAWINGS/SPECIFICATION  
TACOM-RI

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing with revisions in effect as of (except as follows):

NO GOVERNMENT TECHNICAL DATA PACKAGE.

(CS6100)

CHANGED CS6191 52.210-4511 01-MAR-94 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS  
TACOM-RI

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

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

CHANGED CS7108 52.248-4502 01-MAR-99 CONFIGURATION MANAGEMENT DATA INTERFACES  
TACOM-RI

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

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If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

SECTION D - PACKAGING AND MARKING

CHANGED DS6413 52.211-4503 01-FEB-00 PACKAGING REQUIREMENTS (COMMERCIAL)  
TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container:

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

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

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

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the

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lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. 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.

d. Marking: 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, see AIM-BCL, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS:

1. PACKAGING SHALL BE IN ACCORDANCE WITH ASTM D 3951 AND SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169, DISTRIBUTION CYCLE 18, ASSURANCE LEVEL I, ACCEPTANCE CRITERION 3 (DI-MISC-80508). THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR SCHEDULE H OF D4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FT. THE SHIPPING UNIT SHALL BE THE UNIT PACK. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE. PACKAGED GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING.

2. THE CONTRACTOR IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED AND IS ACCEPTABLE TO THE GOVERNMENT.

2.1 FURNISHED DATA-DETAILED PACKAGING INSTRUCTIONS OR DESIGNS ARE FURNISHED BY THE ACQUISITION ACTIVITY. THIS INCLUDED THE PREDETERMINED CODES TO BE USED FOR COMMON ITEMS.

2.2 PREVIOUS TEST RECORDS-THE CONTRACTOR HAS PREVIOUS SUCCESSFUL TEST RECORDS FOR THE SAME OR SIMILAR ITEMS.

2.3 APPROVED ENGINEERING DATA-THE CONTRACTOR HAS ENGINEERING DATA WHICH HAS BEEN APPROVED BY THE COGNIZANT DOD ACTIVITY AND INDICATES THAT THE PROPOSED PACKAGING DESIGN WILL SUCCESSFULLY MEET THE REQUIREMENTS OF THE CONTRAST.

2.4 MULTIAPPLICATION CONTAINERS-ITEMS MEET THE WEIGHT, DIMENSION AND FRAGILITY REQUIREMENTS OF MIL-STD-2073-1, TABLE C.IV AND ARE PACKED IN THE APPROPRIATE MULTIAPPLICATION CONTAINER.

2.5 CONTRACTOR SHIPPING DATA-THE CONTRACTOR HAS HISTORICAL SHIPPING DATA CONFIRMING ADEQUATE PROTECTION IS PROVIDED USING THE SAME OR EQUIVALENT PACKAGING.

3. SIMILAR ITEMS DO NOT REQUIRE TESTING.

^(End of clause)

(DS6413)

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|                                       |        |           |           |  |
|---------------------------------------|--------|-----------|-----------|--|
| ADDED                                 | EF0001 | 52.246-2  | 01-AUG-96 | INSPECTION OF SUPPLIES - FIXED-PRICE                     |
| AUTO                                  | EF0003 | 52.246-2  | 01-JUL-85 | INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE II      |
| AUTO                                  | EF0007 | 52.246-16 | 01-APR-84 | RESPONSIBILITY FOR SUPPLIES                              |
| SECTION F - DELIVERIES OR PERFORMANCE |        |           |           |  |
| AUTO                                  | FF0028 | 52.242-17 | 01-APR-84 | GOVERNMENT DELAY OF WORK                                 |
| ADDED                                 | FF0023 | 52.247-61 | 01-APR-84 | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS                |
| ADDED                                 | FF0037 | 52.247-65 | 01-JAN-91 | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS |
| ADDED                                 | FF7020 | 52.211-16 | 01-APR-84 | VARIATION IN QUANTITY                                    |

## SECTION G - CONTRACT ADMINISTRATION DATA

|       |        |             |           |   |
|-------|--------|-------------|-----------|---|
| ADDED | GS7015 | 52.232-4503 | 01-AUG-94 | CONTRACTOR'S REMITTANCE ADDRESS<br>TACOM-RI |
|-------|--------|-------------|-----------|---|

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|         |        |              |           |   |
|---------|--------|--------------|-----------|---|
| AUTO    | HA0760 | 252.247-7023 | 01-MAR-00 | TRANSPORTATION OF SUPPLIES BY SEA<br>DFARS                        |
| AUTO    | HA0761 | 252.247-7024 | 01-MAR-00 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA<br>DFARS        |
| CHANGED | HS6510 | 52.246-4500  | 01-MAY-00 | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)<br>TACOM-RI |

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are CAHILLP@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1906/6346, ATTN: PAT CAHILL and (309) 782-1338 (ATTN: Nancy Fraser).

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

N/A

(End of Clause)

(HS6510)

|      |        |             |           |  |
|------|--------|-------------|-----------|--|
| AUTO | HS7506 | 52.239-4500 | 01-NOV-98 | YEAR 2000 (Y2K) COMPLIANCE<br>TACOM-RI                         |
| AUTO | HS7600 | 52.247-4545 | 01-MAY-93 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION<br>TACOM-RI |

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## SECTION I - CONTRACT CLAUSES

|       |        |           |           |  |
|-------|--------|-----------|-----------|--|
| ADDED | IF0052 | 52.222-1  | 01-FEB-97 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES                                       |
| AUTO  | IF0120 | 52.226-1  | 01-JUN-00 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES        |
| AUTO  | IF0086 | 52.232-1  | 01-APR-84 | PAYMENTS   |
| AUTO  | IF0013 | 52.233-1  | 01-JAN-99 | DISPUTES   |
| AUTO  | IF0100 | 52.242-1  | 01-APR-84 | NOTICE OF INTENT TO DISALLOW COSTS   |
| AUTO  | IF0159 | 52.243-1  | 01-AUG-87 | CHANGES - FIXED PRICE  |
| ADDED | IF0285 | 52.246-1  | 01-APR-84 | CONTRACTOR INSPECTION REQUIREMENTS   |
| AUTO  | IF0487 | 52.248-1  | 01-FEB-00 | VALUE ENGINEERING  |
| AUTO  | IF0092 | 52.253-1  | 01-JAN-91 | COMPUTER GENERATED FORMS   |
| AUTO  | IF0436 | 52.215-2  | 01-AUG-96 | AUDIT AND RECORDS - NEGOTIATION  |
| ADDED | IF0292 | 52.227-2  | 01-AUG-96 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT                |
| AUTO  | IF0130 | 52.249-2  | 01-SEP-96 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)                      |
| AUTO  | IF0003 | 52.203-3  | 01-APR-84 | GRATUITIES   |
| AUTO  | IF0049 | 52.229-3  | 01-JAN-91 | FEDERAL, STATE, AND LOCAL TAXES  |
| AUTO  | IF0443 | 52.233-3  | 01-OCT-95 | PROTEST AFTER AWARD  |
| AUTO  | IF0433 | 52.204-4  | 01-AUG-00 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER                                 |
| ADDED | IF0438 | 52.242-4  | 01-JAN-97 | CERTIFICATION OF INDIRECT COSTS  |
| AUTO  | IF0006 | 52.203-5  | 01-APR-84 | COVENANT AGAINST CONTINGENT FEES   |
| AUTO  | IF0008 | 52.211-5  | 01-AUG-00 | MATERIAL REQUIREMENTS  |
| AUTO  | IF0079 | 52.229-5  | 01-APR-84 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                   |
| ADDED | IF0348 | 52.219-6  | 01-OCT-95 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ALTERNATE I)                           |
| AUTO  | IF0455 | 52.203-8  | 01-JAN-97 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| ADDED | IF0410 | 52.219-8  | 01-OCT-00 | UTILIZATION OF SMALL BUSINESS CONCERNS   |
| AUTO  | IF0496 | 52.225-8  | 01-FEB-00 | DUTY-FREE ENTRY  |
| AUTO  | IF0327 | 52.232-8  | 01-MAY-97 | DISCOUNTS FOR PROMPT PAYMENT   |
| AUTO  | IF0132 | 52.249-8  | 01-APR-84 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   |
| AUTO  | IF0114 | 52.203-10 | 01-JAN-97 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY                         |
| ADDED | IF0102 | 52.242-10 | 01-APR-84 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE                    |
| AUTO  | IF0089 | 52.232-11 | 01-APR-84 | EXTRAS   |
| AUTO  | IF0320 | 52.203-12 | 01-JUN-97 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                 |

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|-------|-----------|-----------------------|-----------|---|
| AUTO  | IF0497    | 52.225-13             | 01-JUL-00 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   |
| AUTO  | IF0124    | 52.242-13             | 01-JUL-95 | BANKRUPTCY  |
| AUTO  | IF0010    | 52.211-15             | 01-SEP-90 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  |
| ADDED | IF0082    | 52.232-16             | 01-MAR-00 | PROGRESS PAYMENTS - ALTERNATE I   |
| AUTO  | IF0062    | 52.232-17             | 01-JUN-96 | INTEREST  |
| ADDED | IF0093    | 52.232-18             | 01-APR-84 | AVAILABILITY OF FUNDS   |
| AUTO  | IF0486    | 52.222-21             | 01-FEB-99 | PROHIBITION OF SEGREGATED FACILITIES  |
| ADDED | IF0094    | 52.232-23             | 01-JAN-86 | ASSIGNMENT OF CLAIMS  |
| AUTO  | IF0095    | 52.232-23             | 01-APR-84 | ASSIGNMENT OF CLAIMS - ALTERNATE I  |
| ADDED | IF0117    | 52.246-23             | 01-FEB-97 | LIMITATION OF LIABILITY   |
| AUTO  | IF0432    | 52.232-25             | 01-JUN-97 | PROMPT PAYMENT  |
| AUTO  | IF0050    | 52.222-26             | 01-FEB-99 | EQUAL OPPORTUNITY   |
| ADDED | IF0056    | 52.222-29             | 01-FEB-99 | NOTIFICATION OF VISA DENIAL   |
| AUTO  | IF0015    | 52.232-33             | 01-MAY-99 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR<br>REGISTRATION   |
| AUTO  | IF0061    | 52.222-35             | 01-APR-98 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM<br>ERA   |
| AUTO  | IF0064    | 52.222-36             | 01-JUN-98 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  |
| AUTO  | IF0330    | 52.222-37             | 01-JAN-99 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM<br>ERA  |
| AUTO  | IF0039    | 52.247-63             | 01-JAN-97 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   |
| AUTO  | IA0707    | 252.209-7000<br>DFARS | 01-NOV-95 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER<br>THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY |
| AUTO  | IA0515    | 252.231-7000<br>DFARS | 01-DEC-91 | SUPPLEMENTAL COST PRINCIPLES  |
| AUTO  | IA0523    | 252.242-7000<br>DFARS | 01-DEC-91 | POSTAWARD CONFERENCE  |
| ADDED | IA0518    | 252.245-7000<br>DFARS | 01-DEC-91 | GOVERNMENT FURNISHED MAPPING, CHARTING AND GEODESY PROPERTY   |
| AUTO  | IA0527    | 252.246-7000<br>DFARS | 01-DEC-91 | MATERIAL INSPECTION AND RECEIVING REPORT  |
| ADDED | IA0732    | 252.225-7001<br>DFARS | 01-MAR-98 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  |
| AUTO  | IA0526    | 252.243-7001<br>DFARS | 01-DEC-91 | PRICING OF CONTRACT MODIFICATIONS   |
| ADDED | IA0733    | 252.225-7002<br>DFARS | 01-DEC-91 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  |
| AUTO  | IA0765    | 252.243-7002<br>DFARS | 01-MAR-98 | REQUESTS FOR EQUITABLE ADJUSTMENT   |

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|         |        |              |           |   |
|---------|--------|--------------|-----------|---|
| AUTO    | IA0601 | 252.204-7003 | 01-APR-92 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT<br>DFARS                         |
| ADDED   | IA0531 | 252.242-7003 | 01-DEC-91 | APPLICATION FOR U.S. GOVERNMENT SHIPPING<br>DFARS                             |
| ADDED   | IA0650 | 252.232-7004 | 01-FEB-96 | DOD PROGRESS PAYMENT RATES<br>DFARS   |
| ADDED   | IA0525 | 252.242-7004 | 01-DEC-00 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM<br>DFARS                            |
| AUTO    | IA0736 | 252.225-7009 | 01-AUG-00 | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND<br>COMPONENTS) |
| ADDED   | IA0737 | 252.225-7010 | 01-AUG-00 | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS<br>DFARS                             |
| AUTO    | IA0738 | 252.225-7012 | 01-AUG-00 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES<br>DFARS                          |
| ADDED   | IA0740 | 252.225-7014 | 01-MAR-98 | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I<br>DFARS               |
| ADDED   | IA0555 | 252.225-7016 | 01-DEC-00 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS<br>DFARS               |
| ADDED   | IA0747 | 252.225-7025 | 01-JUN-97 | RESTRICTION ON ACQUISITION OF FORGINGS<br>DFARS                               |
| AUTO    | IA0654 | 252.225-7031 | 01-JUN-92 | SECONDARY ARAB BOYCOTT OF ISRAEL<br>DFARS                                     |
| CHANGED | IF6080 | 52.217-6     | 01-MAR-90 | EVALUATED OPTION FOR INCREASED QUANTITY                                       |

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

b. The Government reserves the right to increase the quantity of item(s) 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) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 180 DAYS AFTER DATE OF AWARD OF CONTRACT 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 0001

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

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quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

|       |        |                       |           |  |
|-------|--------|-----------------------|-----------|--|
| AUTO  | IF7252 | 52.202-1              | 01-OCT-95 | DEFINITIONS  |
| ADDED | IF7220 | 52.227-1              | 01-JUL-95 | AUTHORIZATION AND CONSENT  |
| AUTO  | IF7210 | 52.203-6              | 01-JUL-95 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  |
| AUTO  | IF7212 | 52.209-6              | 01-AUG-95 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| AUTO  | IF7253 | 52.244-6              | 01-OCT-98 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS  |
| AUTO  | IF7016 | 52.252-6              | 01-APR-84 | AUTHORIZED DEVIATIONS IN CLAUSES   |
| AUTO  | IF7211 | 52.203-7              | 01-JUL-95 | ANTI-KICKBACK PROCEDURES   |
| AUTO  | IF7003 | 52.215-8              | 01-OCT-97 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT  |
| ADDED | IF7221 | 52.242-12             | 01-JUL-95 | REPORT OF SHIPMENT (RESHIP)  |
| AUTO  | IF7114 | 52.222-20             | 01-DEC-96 | WALSH-HEALEY PUBLIC CONTRACTS ACT  |
| AUTO  | IA7009 | 252.211-7005<br>DFARS | 01-AUG-00 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   |

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|             |        |                       |           |   |
|-------------|--------|-----------------------|-----------|---|
| AUTO        | KF0005 | 52.204-6              | 01-JUN-99 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   |
| AUTO        | KF0003 | 52.203-11             | 01-APR-91 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS           |
| AUTO        | KA0400 | 252.209-7001<br>DFARS | 01-MAR-98 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY                         |
| AUTO        | KA0402 | 252.209-7004<br>DFARS | 01-MAR-98 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY     |
| AUTO/DEL    | KF6012 | 52.219-1              | 01-OCT-00 | DELETED 16 OCT 00 AND REPLACED BY KF6013, SMALL BUSINESS PROGRAM PREPRESENTATION - ALTERNATE I & II |
| AUTO/CHANGE | KF6013 | 52.219-1              | 01-OCT-00 | SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II  |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 3594

(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.

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(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

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

- (i) it
- \_\_\_ is
- \_\_\_ is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

- \_\_\_ is
- \_\_\_ is not

a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -

- (i) it
- \_\_\_ is
- \_\_\_ is not

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

- (ii) it
- \_\_\_ is
- \_\_\_ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

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

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) 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)

(KF6013)

|       |        |              |           |   |
|-------|--------|--------------|-----------|---|
| AUTO  | KF7005 | 52.203-2     | 01-APR-85 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  |
| AUTO  | KF7003 | 52.207-4     | 01-AUG-87 | ECONOMIC PURCHASE QUANTITY - SUPPLIES   |
| ADDED | KF7064 | 52.204-5     | 01-MAY-99 | WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  |
| AUTO  | KF7033 | 52.209-5     | 01-JAN-01 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS |
| ADDED | KF7002 | 52.227-6     | 01-APR-84 | ROYALTY INFORMATION   |
| ADDED | KF7011 | 52.219-22    | 01-OCT-98 | SMALL DISADVANTAGED BUSINESS STATUS- ALTERNATE I  |
| AUTO  | KF7057 | 52.222-22    | 01-FEB-99 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS   |
| AUTO  | KF7020 | 52.222-25    | 01-APR-84 | AFFIRMATIVE ACTION COMPLIANCE   |
| ADDED | KA7702 | 252.225-7000 | 01-SEP-99 | BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS                                    |

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AUTO KA7513 252.209-7003 01-MAR-98 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS  
DFARS

AUTO KA7500 252.247-7022 01-AUG-92 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA  
DFARS

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED LF0607 52.219-24 01-OCT-00 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS

ADDED LF0608 52.232-38 01-MAY-99 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

CHANGED LF6008 52.216-1 01-APR-84 TYPE OF CONTRACT

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

(End of Provision)

(LF6008)

AUTO/CHANGE LF6254 52.233-2 01-OCT-95 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI ADELAIDE J TKATCH, AMSTA-LC-CSC-B, RI, IL 61299. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LF6254)

CHANGED LF6014 52.211-14 01-SEP-90 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

AUTO LF7015 52.252-5 01-APR-84 AUTHORIZED DEVIATIONS IN PROVISIONS

AUTO LS7011 52.215-4510 01-AUG-99 ELECTRONIC BIDS/OFFERS  
TACOM-RI

AUTO LS7012 52.215-4511 01-APR-99 ELECTRONIC AWARD NOTICE  
TACOM-RI

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SECTION M - EVALUATION FACTORS FOR AWARD

|       |        |                         |           |  |
|-------|--------|-------------------------|-----------|--|
| ADDED | MF7009 | 52.217-5                | 01-JUL-90 | EVALUATION OF OPTIONS  |
| ADDED | MS7100 | 52.215-4507<br>TACOM-RI | 01-MAR-88 | EVALUATION OF OFFERS   |
| ADDED | MS7006 | 52.245-4519<br>TACOM-RI | 01-FEB-96 | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY |