

|  |  |                                   |  |   |  |  |   |   |  |   |  |            |  |
|--|--|-----------------------------------|--|---|--|--|---|---|--|---|--|------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>Offeror To Complete Block 12, 17, 23, 24, & 30  |  |                                   |  | 1. Requisition Number   |  | Page 1 Of 37   |   |   |  |   |  |            |  |
| 2. Contract No.  |  | 3. Award/Effective Date           |  | 4. Order Number   |  | 5. Solicitation Number<br>DAAE20-01-R-0032   |   | 6. Solicitation Issue Date  |  |   |  |            |  |
| 7. For Solicitation Information Call:  |  | A. Name<br>SYLVIA GAUTHIER        |  |   | B. Telephone Number (No Collect Calls)<br>(309) 782-7290 |  | 8. Offer Due Date/Local Time<br>2001APR30 |   |  |   |  |            |  |
| 9. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CTT<br>ROCK ISLAND IL 61299-7630   |  |                                   |  | Code W52H09   |  | 10. This Acquisition Is<br><input checked="" type="checkbox"/> Unrestricted<br><input type="checkbox"/> Set Aside: % For<br><input type="checkbox"/> Small Business<br><input type="checkbox"/> Small Disadv Business<br><input type="checkbox"/> 8(A)<br>SIC:<br>Size Standard: |   | 11. Delivery For FOB Destination Unless Block Is Marked<br><input checked="" type="checkbox"/> See Schedule |  | 12. Discount Terms  |  |            |  |
| e-mail: GAUTHIERS@RIA.ARMY.MIL   |  |                                   |  |   |  | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)  |   | 13b. Rating DOA5  |  | 14. Method Of Solicitation<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |  |            |  |
| 15. Deliver To<br>SEE SCHEDULE   |  |                                   |  | Code  |  | 16. Administered By  |   |   |  | Code  |  |            |  |
| Telephone No.  |  |                                   |  |   |  |  |   |   |  |   |  |            |  |
| 17. Contractor/Offeror   |  |                                   |  | Code  |  | Facility   |   | 18a. Payment Will Be Made By  |  |   |  | Code       |  |
| Telephone No.  |  |                                   |  |   |  |  |   |   |  |   |  |            |  |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer   |  |                                   |  | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked<br><input type="checkbox"/> See Addendum |  |  |   |   |  |   |  |            |  |
| 19. Item No.   |  | 20. Schedule Of Supplies/Services |  |   |  | 21. Quantity   |   | 22. Unit  |  | 23. Unit Price  |  | 24. Amount |  |
|  |  | SEE SCHEDULE                      |  |   |  |  |   |   |  |   |  |            |  |
| (Attach Additional Sheets As Necessary)  |  |                                   |  |   |  |  |   |   |  |   |  |            |  |
| 25. Accounting And Appropriation Data  |  |                                   |  |   |  |  |   | 26. Total Award Amount (For Govt. Use Only)   |  |   |  |            |  |
| <input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.  |  |                                   |  |   |  | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.   |   |   |  |   |  |            |  |
| <input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda  |  |                                   |  |   |  | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.  |   |   |  |   |  |            |  |
| 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. |  |                                   |  |   |  | 29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:   |   |   |  |   |  |            |  |
| 30a. Signature Of Offeror/Contractor   |  |                                   |  |   |  | 31a. United States Of America (Signature Of Contracting Officer)   |   |   |  |   |  |            |  |
| 30b. Name And Title Of Signer (Type Or Print)  |  |                                   |  | 30c. Date Signed  |  | 31b. Name Of Contracting Officer (Type Or Print)   |   |   |  | 31c. Date Signed  |  |            |  |
| 32a. Quantity In Column 21 Has Been<br><input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted   |  |                                   |  |   |  | 33. Ship Number<br><input type="checkbox"/> Partial <input type="checkbox"/> Final   |   | 34. Voucher Number  |  | 35. Amount Verified Correct For   |  |            |  |
| 32b. Signature Of Authorized Government Representative   |  |                                   |  | 32c. Date   |  | 36. Payment<br><input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final   |   |   |  | 37. Check Number  |  |            |  |
| 41a. I Certify This Account Is Correct And Proper For Payment  |  |                                   |  |   |  | 38. S/R Account Number   |   | 39. S/R Voucher Number  |  | 40. Paid By   |  |            |  |
| 41b. Signature And Title Of Certifying Officer   |  |                                   |  | 41c. Date   |  | 42a. Received By (Print)   |   |   |  |   |  |            |  |
|  |  |                                   |  |   |  | 42b. Received At (Location)  |   |   |  |   |  |            |  |
|  |  |                                   |  |   |  | 42c. Date Recd (YYMMDD)  |   | 42d. Total Containers   |  |   |  |            |  |

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

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PIIN/SIIN DAAE20-01-R-0032

MOD/AMD

**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

|   | <u>Regulatory Cite</u>  | <u>Title</u>                    | <u>Date</u> |
|---|-------------------------|---------------------------------|-------------|
| 1 | 52-201-4501<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995    |

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

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

|   |                         |   |          |
|---|-------------------------|---|----------|
| 2 | 52.215-4503<br>TACOM-RI | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | APR/1999 |
|---|-------------------------|---|----------|

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)

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**Name of Offeror or Contractor:**

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

(End of clause)

(AS7004)

|   |                         |                           |          |
|---|-------------------------|---------------------------|----------|
| 3 | 52.233-4503<br>TACOM-RI | AMC-LEVEL PROTEST PROGRAM | JUN/1998 |
|---|-------------------------|---------------------------|----------|

(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)

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| 4 | 52.243-4510<br>TACOM-RI | DIRECT VENDOR DELIVERY | 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of clause)

**Name of Offeror or Contractor:**

(AS7012)

5 52.246-4506 NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM OCT/2000  
TACOM-RI REQUIREMENT - ALTERNATE II

(a) Your attention is drawn to Section E clause ES7025 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate II." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9002 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9002. Clause ES7025 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7025 by an independent standards organization or auditor is not required under this contract.

(End of clause)

(AS7025)

## EXECUTIVE SUMMARY:

ITEM: MOUNTER/DEMOUNTER

NSN: 4910-01-370-9855

MINIMUM QTY: 88

FOB: ORIGIN

TYPE OF CONTRACT: UNDER FAR PART 12, ACQUISITION OF COMMERCIAL ITEMS - FIRM FIXED PRICE, LONG TERM 5-YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY.

1. THIS SOLICITATION DAAE20-01-R-0032 WILL RESULT IN A COMPETITIVE AWARD OF A FIRM FIXED PRICE, 5 YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY (IDIQ) CONTRACT. THE CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN THE SCHEDULE. THIS PROCUREMENT IS FOR THE MOUNTER/DEMOUNTER. THE PRODUCTION QUANTITIES ARE STRUCTURED AS AN IDIQ CONTRACT, (SEE FAR 16.504 AND FAR CLAUSE 52.216-18, 52.216-19 AND 52.216-22) FOR FIVE PRICING PERIODS NOT TO EXCEED 31 DECEMBER 2005.
2. THE ESTIMATED AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN ON THE SCHEDULE PAGE 6 OF 37 (NARRATIVE B001) IS PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. ALSO, SEE I-63 (CLAUSE IF6029) ORDER LIMITATIONS FAR 52.216-9.
3. THE QUANTITY OF 88 EACH MOUNTER/DEMOUNTER, NSN: 4910-01-370-9855, IS THE ONLY GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENT THE "MINIMUM QUANTITY" AS DEFINED BY THE REFERENCE IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT TIME OF AWARD. ALL OTHER BUY QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER BEYOND THE GUARANTEED 88 EACH MOUNTER/DEMOUNTER. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.
4. THE PROPOSED UNIT PRICES FOR ALL ESTIMATED QUANTITIES SHALL BE MARKED IN THE TABLES ON ADDENDUM 001. PRICING RANGES HAVE BEEN ESTABLISHED WITHIN THE BEST ESTIMATED AND MAXIMUM QUANTITIES STATED ON PAGE 6 OF 37 (NARRATIVE B001) BY PRICING PERIOD, TO FACILITATE EVALUATION. THE ESTIMATED MINIMUM QUANTITIES DEPICTED IN THE ADDENDUM 001 PRICING TABLES REPRESENT ONLY THE MINIMUM DELIVERY ORDER LIMITATION AS ESTABLISHED IN FAR CLAUSE 52.216-19, ARE NOT GUARANTEED QUANTITIES, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
5. PRICES SHALL BE SUBMITTED ON AN FOB ORIGIN BASIS. MULTIPLE DESTINATIONS ARE ANTICIPATED UNDER THE DELIVERY ORDERS. THE CONTRACTOR SHALL PROVIDE A DD 250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES.
6. IMPORTANT NOTE: A NEW GOVERNMENT REGULATION DATED 1 JUN 1998 STATES THAT TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IN THE CCR DATABASE IS <http://ccr.edi.disa.mil> IF YOU ARE NOT ALREADY REGISTERED IN THE CCR IT IS IN YOUR BEST INTEREST TO DO SO AT THIS TIME AS LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE YOU INELIGIBLE FOR AWARD.
7. PLEASE REFER TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS ADDENDUM 004, FAR 52.212-1 INSTRUCTIONS TO OFFERERS-COMMERCIAL ITEMS ADDENDUM 003 AND FAR 52.212-2, EVALUATION-COMMERCIAL ITEMS.
8. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES SHALL BEGIN WITHIN 90 DAYS OF THE DATE OF THE DELIVERY ORDER AT A MINIMUM RATE OF 20 UNITS PER MONTH.

|                           |   |                            |
|---------------------------|---|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-R-0032<br><b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 37 |
|---------------------------|---|----------------------------|

**Name of Offeror or Contractor:**

9. ONLY THOSE OFFERORS WHO OFFER THE HENNESSY MOUNTER/DEMOUNTER MODEL NUMBER 9000 WILL NOT BE REQUIRED TO PERFORM A PRODUCT PERFORMANCE VERIFICATION TEST AFTER AWARD.

10. PRODUCT PERFORMANCE VERIFICATION. THE CONTRACTOR SHALL PROVIDE CERTIFICATION AND WARRANTY THAT THE TIRE MOUNTER-DEMOUNTER HAS BEEN DESIGNED, CONSTRUCTED, INSPECTED AND TESTED IN ACCORDANCE WITH THE REQUIREMENTS IN DESCRIPTION FOR PURCHASE 401 DATED 22 MAR 01.

11. PRODUCT PERFORMANCE VERIFICATION TESTING IS REQUIRED NOT LATER THAN 30 DAYS AFTER AWARD (SEE INSTRUCTIONS DFP-401 4.5 - PRODUCT EXAMINATION & 4.6 - OPERATIONAL AND PERFORMANCE VERIFICATION). PRODUCT PERFORMANCE VERIFICATION TESTING CONSISTS OF PERFORMING THE REQUIREMENTS STATED IN PARAGRAPHS 4.5 AND 4.6 OF THE DESCRIPTION FOR PURCHASE-401.

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

CONTINUATION SHEET

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Name of Offeror or Contractor:

| ITEM NO         | SUPPLIES/SERVICES   | QUANTITY        | UNIT      | UNIT PRICE | AMOUNT |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
|-----------------|---|-----------------|-----------|------------|--------|----|-----|---|----|-----|---|----|-----|---|----|-----|---|----|-----|--|--|-----------------|-----------------|
| 0001            | <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: MOUNTER/ DEMOUNTER<br/>                     SECURITY CLASS: Unclassified</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS<br/>                     ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND<br/>                     ORDERING PERIOD ON THE PRICING SHEET ADDENDUM 001.<br/>                     PRICING LINES ON THIS SHEET WILL REMAIN BLANK.</p> <p>INSPECTION/ACCEPTANCE: ORIGIN<br/>                     FOB: ORIGIN</p> <p>DESCRIPTION FOR PURCHASE (DFP) 401, DATED 22 MAR 01</p> <p>ESTIMATED AND MAXIMUM QUANTITIES:</p> <table border="1"> <thead> <tr> <th>ORDERING PERIOD</th> <th>ESTIMATED</th> <th>MAXIMUM</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>88</td> <td>150</td> </tr> <tr> <td>2</td> <td>88</td> <td>150</td> </tr> <tr> <td>3</td> <td>88</td> <td>150</td> </tr> <tr> <td>4</td> <td>88</td> <td>150</td> </tr> <tr> <td>5</td> <td>88</td> <td>150</td> </tr> </tbody> </table> <p>1. AWARD DATE THROUGH 31 DEC 01<br/>                     2. 01 JAN 02 - 31 DEC 02<br/>                     3. 01 JAN 03 - 31 DEC 03<br/>                     4. 01 JAN 04 - 31 DEC 04<br/>                     5. 01 JAN 05 - 31 DEC 05</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING AND MARKING</p> <p>PRESERVATION/PACKAGING/PACKING SHALL BE IN<br/>                     ACCORDANCE WITH U.S. ARMY TACOM-ARDEC<br/>                     BATTLEFIELD MAINENANCE SYSTEMS DFP-401<br/>                     ENTITLED "MOUNTER AND DEMOUNTER, PNEUMATIC<br/>                     TIRE, STATIONARY," DATED 22 MAR 01</p> <p>(End of narrative D001)</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 0</p> | ORDERING PERIOD | ESTIMATED | MAXIMUM    | 1      | 88 | 150 | 2 | 88 | 150 | 3 | 88 | 150 | 4 | 88 | 150 | 5 | 88 | 150 |  |  | <p>\$ _____</p> | <p>\$ _____</p> |
| ORDERING PERIOD | ESTIMATED   | MAXIMUM         |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
| 1               | 88  | 150             |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
| 2               | 88  | 150             |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
| 3               | 88  | 150             |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
| 4               | 88  | 150             |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |
| 5               | 88  | 150             |           |            |        |    |     |   |    |     |   |    |     |   |    |     |   |    |     |  |  |                 |                 |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0002    | <p>FOB POINT:</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: PROD PERF VERIFICATION TEST<br/>                     SECURITY CLASS: Unclassified</p> <p>ENTER PRODUCT PERFORMANCE VERIFICATION TEST PRICE ON THE PRICING SHEET ADDENDUM 001. PRICING LINE ON THIS PAGE WILL REMAIN BLANK.</p> <p>PRODUCT PERFORMANCE VERIFICATION TEST DELIVERY SCHEDULE: 30 DAYS AFTER AWARD. REQUIRE YOU NOTIFY MR. MARV LEGARDE, DEPARTMENT OF THE ARMY TACOM-RI AMSTA-AR-QAW-C, ROCK ISLAND, IL 61299-7630 15 DAYS PRIOR TO THE SCHEDULED PRODUCT PERFORMANCE VERIFICATION TEST.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT. ORDERS MUST BE WRITTEN AND MAY BE TRANSMITTED BY MAIL. FACSIMILE, OR BY ELECTRONIC MEANS.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>   |          |      |              | \$ _____     |
| 0003    | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: COMMERCIAL MANUAL<br/>                     SECURITY CLASS: Unclassified</p> <p>THE CONTRACTOR WILL PROVIDE TECHNICAL MANUALS AND A COPYRIGHT RELEASE LETTER. THE MANUALS ARE THE OFFICIAL MEDIUM FOR PROVIDING OPERATING AND MAINTENANCE INSTRUCTIONS AND REPAIR PARTS INFORMATION PERTAINING TO COMMERCIAL ITEMS OF EQUIPMENT.</p> <p>THE FINAL MANUAL SHALL BE OF HIGH REPRODUCTION QUALITY SUITABLE FOR DIRECT REPRODUCTION. THE FOLLOWING ADDITIONAL DATA SHALL BE APPLIED TO THE COVER.</p> <p>NATIONAL STOCK NUMBER (NSN)<br/>                     END ITEM NOMENCLATURE<br/>                     CONTRACT NUMBER<br/>                     COMMERCIAL AND GOVERNMENT (CAGE CODE)<br/>                     SUPPLIERS NAME, ADDRESS, AND CAGE IF DIFFERENT FROM THE MANUFACTURER.</p> <p>THE COPYRIGHT RELEASE LETTER SHALL BE A SIGNED</p> |          |      | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN DAAE20-01-R-0032 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>COPYRIGHT RELEASE GIVING THE GOVERNMENT UNCONDITIONAL RIGHTS TO REPRODUCE AND USE ANY PARTS OF THE COMMERCIAL MANUALS WHICH ARE INCLUDED WITH THE PROCURED ITEM. ONE FINAL COPY EACH WILL BE OVERPACKED WITH EACH END ITEM AND TWO COPIES SUPPLIED TO DEPARTMENT OF THE ARMY, MR. DARYL HEUER, AMSTA-LC-CTTM, ROCK ISLAND, IL 61299-7630</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination      ACCEPTANCE: Destination</p> |          |      |            |        |

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**Name of Offeror or Contractor:**

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

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE MOUNTER/DEMOUNTER IS DEFINED BY DESCRIPTION FOR PURCHASE NO 401 DATED 22 MAR 01. THE DESCRIPTION FOR PURCHASE IS INCORPORATED AS ADDENDUM 002.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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**Name of Offeror or Contractor:**

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INSPECTION AND ACCEPTANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|---|------------------------|--------------------------------------|-------------|
| 1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996    |
| 2 | 52.246-15              | CERTIFICATE OF CONFORMANCE           | APR/1984    |

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**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.247-29              | F.O.B. ORIGIN                             | JUN/1988    |
| 2 | 52.247-61              | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS | APR/1984    |
| 3 | 52.247-60              | GUARANTEED SHIPPING CHARACTERISTICS       | DEC/1989    |

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_,

Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_,

Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ Cube \_\_\_\_\_ FT

(iv) Number of items per container: \_\_\_\_\_ Each

(v) Gross Weight of container and contents \_\_\_\_\_ LBS

(vi) Palletized/skidded -1- Yes -2- No\*\*

(vii) Number of containers per pallet/skid \_\_\_\_\_

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS

(ix) Size of pallet/skid and contents \_\_\_\_\_ LBCube \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_ FT

Type of trailer \_\_\_\_\_

\*Number of complete units (Contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_

(ii) Tender/Tariff \_\_\_\_\_

(iii) Item \_\_\_\_\_

|                           |  |                      |
|---------------------------|--|----------------------|
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(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

NOTE: In addition to the information required in paragraph (a)(1)(ix) above, the contractor will also provide the following:

(1) size of loaded pallet/skid and contents: \_\_\_\_\_ (length) x \_\_\_\_\_ (width) x \_\_\_\_\_ (height).

(2) gross (unitized weight of pallet/skid and contents: \_\_\_\_\_ lbs \_\_\_\_\_ cubic feet.

\*\* Paragraph (a)(1)(vi) has been completed for you by this command. This has been done to alleviate any ambiguity that might occur between the requirements of Section D, and/or the technical data package, and this clause.

(FF6012)

4            52.247-4531            COGNIZANT TRANSPORTATION OFFICER            MAY/1993  
TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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**Name of Offeror or Contractor:**

CONTRACT ADMINISTRATION DATA

|   | <u>Regulatory Cite</u>  | <u>Title</u>                    | <u>Date</u> |
|---|-------------------------|---------------------------------|-------------|
| 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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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

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

|   |                         |   |          |
|---|-------------------------|---|----------|
| 1 | 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 gauthiers@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6701, ATTN: Sylvia Gauthier 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:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

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## CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|----|------------------------|--|-------------|
| 1  | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2000    |
| 2  | 52.219-16              | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   | JAN/1999    |
| 3  | 52.232-18              | AVAILABILITY OF FUNDS  | APR/1984    |
| 4  | 52.242-10              | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE  | APR/1984    |
| 5  | 52.246-1               | CONTRACTOR INSPECTION REQUIREMENTS   | APR/1984    |
| 6  | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | MAR/2000    |
| 7  | 252.219-7003<br>DFARS  | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS<br>SUBCONTRACTING PLAN (DOD CONTRACTS)      | APR/1996    |
| 8  | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM   | MAR/1998    |
| 9  | 252.242-7003<br>DFARS  | APPLICATION FOR U.S. GOVERNMENT SHIPPING   | DEC/1991    |
| 10 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT   | DEC/1991    |
| 11 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR<br>EXECUTIVE ORDERS - COMMERCIAL ITEMS | FEB/2001    |

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

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

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

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

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_\_(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_ (ii.) Alternate I to 52.219-5.

\_\_\_\_ (iii.) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

\_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I of 52.219-23

\_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

\_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355,

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section 7102, and 10 U.S.C.2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

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

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

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

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

(16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

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

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

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

(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

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

(ii) Alternate I of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

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

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

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

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

(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

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

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

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

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

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

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

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

12            52.216-18            ORDERING            OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from AWARD DATE through 31 DEC 2005.

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

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

End of Clause

(IF6155)

13            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 15 EACH, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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- (1) Any order for a single item in excess of MAXIMUM ORDERING RANGE;
- (2) Any order for a combination of items in excess of WHERE THE MAXIMUM RANGE QUANTITY IS EXCEEDED; or
- (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of Clause)

(IF6029)

14 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of clause)

(IF6036)

15 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2000  
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

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

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

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

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

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

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

252.225-7012 Preference for Certain Domestic Commodities.

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

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

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

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

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

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

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

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

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

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

252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).

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

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

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

(End of clause)

(IA6720)

16 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

**Name of Offeror or Contractor:**

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

17 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:

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

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**Name of Offeror or Contractor:**

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 &amp; 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)

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**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---|-------------|----------------------------|-----------------------|
| Attachment 001             | PRICE EVALUATION SPREADSHEET                                |             | 1PG                        |                       |
| Attachment 002             | DESCRIPTION FOR PURCHASE                                    | 22-MAR-2001 | 13P                        |                       |
| Attachment 003             | FAR 52.212-1 INSTRUCTION TO OFFERORS                        |             | 3PG                        |                       |
| Attachment 004             | FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS |             | 3PG                        |                       |
| Attachment 005             | SECTION D PACKAGING   | 30-JUN-2000 | 1PG                        |                       |
| Attachment 006             | DOCUMENT SUMMARY LIST                                       |             | 1PG                        |                       |
| Attachment 007             | N/A   |             |                            |                       |

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MOD/AMD

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|   | <u>Regulatory Cite</u> | <u>Title</u>            | <u>Date</u> |
|---|------------------------|-------------------------|-------------|
| 1 | 52.204-3               | TAXPAYER IDENTIFICATION | OCT/1998    |

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_

( ) TIN has been applied for.

( ) TIN is not required because:

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

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other. \_\_\_\_\_

(f) Common Parent. \_\_\_\_\_

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

NAME: \_\_\_\_\_

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

(End of provision)

(KF7044)

|   |          |   |          |
|---|----------|---|----------|
| 2 | 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS -<br>ALTERNATE I, II, & III | MAR/2001 |
|---|----------|---|----------|

(a) Definitions. As used in this provision:

**Name of Offeror or Contractor:**

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS designated.

"Forced or indentured child labor means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

(1) Not less than 51 percent of which is owned by one or more veterans \_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" means a small business concern -

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income

**Name of Offeror or Contractor:**

effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

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

(5) Common Parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name

TIN

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

(1) Small business concern. The offeror represents, for general statistical purposes, that it

- is,
- is not

a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it

- \_\_\_is,
- \_\_\_is not

a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it

- \_\_\_is,
- \_\_\_is not

a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

- is
- is not

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

- is
- is not

a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

is  
is not

a women-owned business concern.

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

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

is  
is not

an emerging small business.

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

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

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

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

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

(i) General. The offeror represents that either -

(A) It  
 is  
 is not

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

(B) It  
 has  
 has not

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

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

Name of Offeror or Contractor:

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

(iii) Address. The offeror represents that its address
\_\_\_is
\_\_\_is not

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

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

\_\_\_\_\_Black American

\_\_\_\_\_Hispanic American

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

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

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

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

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

(i) it
\_\_\_is
\_\_\_is not

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

(ii) it
\_\_\_is
\_\_\_is not

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

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

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

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

(i) It
has,
has not,

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

(ii) It

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**Name of Offeror or Contractor:**

has,  
has not,  
filed all required compliance reports.

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. \_\_\_\_\_  
Country of Origin \_\_\_\_\_  
(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

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

Other Foreign End Products



**Name of Offeror or Contractor:**

(2) \_\_\_\_\_ Have,  
\_\_\_\_\_ Have not,

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

(3) \_\_\_\_\_ Are,  
\_\_\_\_\_ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1),(2), and (3) of this paragraph (h),  
\_\_\_\_\_has  
\_\_\_\_\_has not

within the past three years,relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Knowledge or Child Labor for Listed End Products (Executive Order 13126). (The Contracting officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child labor, unless excluded at 22.1503(b).)

Listed End Product

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

Listed Countries Of Origin

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

(2) Certification. (If the Contracting Officer has identified end products and countries or origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

\_\_\_\_\_(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for the product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

3            252.212-7000        OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS            NOV/1995  
                   DFARS

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(2) Representation. The offeror represents that it-

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

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

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

(End of provision)

(KA7002)

4            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.

**Name of Offeror or Contractor:**

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

QUALIFYING COUNTRY END PRODUCTS

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____            | _____             |
| _____            | _____             |

(List only qualifying country end products.)

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

NONQUALIFYING COUNTRY END PRODUCTS

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

(End of Provision)

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|   | <u>Regulatory Cite</u> | <u>Title</u>     | <u>Date</u> |
|---|------------------------|------------------|-------------|
| 1 | 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)

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| 2 | 52.215-4510<br>TACOM-RI | ELECTRONIC BIDS/OFFERS | AUG/1999 |
|---|-------------------------|------------------------|----------|

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

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

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

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

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

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

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

(End of Provision)

(LS7011)

|   |                         |                         |          |
|---|-------------------------|-------------------------|----------|
| 3 | 52.215-4511<br>TACOM-RI | ELECTRONIC AWARD NOTICE | APR/1999 |
|---|-------------------------|-------------------------|----------|

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. Vendors 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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** DAAE20-01-R-0032

**MOD/AMD**

**Name of Offeror or Contractor:**

period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)

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

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PIIN/SIIN DAAE20-01-R-0032

MOD/AMD

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

|   | <u>Regulatory Cite</u> | <u>Title</u>                  | <u>Date</u> |
|---|------------------------|-------------------------------|-------------|
| 1 | 52.247-47              | EVALUATION - F.O.B. ORIGIN    | APR/1984    |
| 2 | 52.212-2               | EVALUATION - COMMERCIAL ITEMS | JAN/1999    |

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The following factors shall be used to evaluate offers:

## (1). PRICE

## a) PRICE EVALUATION:

THE GOVERNMENT WILL EVALUATE OFFERS BASED ON THE PRICES PROPOSED FOR THE MOUNTER/DEMOUNTER (CLIN 0001) FOR ALL PRICING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THE SOLICITATION (SEE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001). IF AN OFFEROR TAKES EXCEPTION TO ANY OF THE PRICING PERIODS, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

FOR EVALUATION PURPOSES, THE GOVERNMENT HAS WEIGHTED THE RANGES BASED ON THE LIKELIHOOD THAT IF AN ORDER IS PLACED, IT WILL BE PLACED IN THE PARTICULAR RANGE. AN EVALUATION PRICE WILL BE CALCULATED BY MULTIPLYING THE OFFERED PRICES BY THEIR RESPECTIVE WEIGHTS AND MINIMUM QUANTITIES FOR EACH RANGE AND ADDING THE TOTALS FOR ALL YEARS.

## b) TRANSPORTATION EVALUATION:

THE TRANSPORTATION COST PER UNIT OF SUPPLIES FOR DISTRIBUTION OF SUPPLIES FROM EACH PROCUREMENT SOURCE TO ONE OR MORE OF THE DESTINATIONS LISTED IN TRANSPORTATION EVALUATION CLAUSE MF6020 WILL BE EVALUATED. CLAUSE FF6012 GUARANTEED SHIPPING CHARACTERISTICS MUST BE COMPLETED BEFORE TRANSPORTATION COSTS CAN BE EVALUATED. THE EVALUATED TRANSPORTATION COST WILL BE ADDED TO THE EVALUATION PRICE NOTED IN PARAGRAPH 1a ABOVE TO ESTABLISH A TOTAL EVALUATED PRICE.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)

|   |           |                           |          |
|---|-----------|---------------------------|----------|
| 3 | 47.305-12 | TRANSPORTATION EVALUATION | JAN/1995 |
|---|-----------|---------------------------|----------|

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

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

NMFC-157230

UFC-9998

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

**Name of Offeror or Contractor:**

- a. 30 EACH - RIA-MOTOR/RAIL, ROCK ISLAND, IL
- b. 28 EACH - NCAD-MOTOR/RAIL, NEW CUMBERLAND, PA
- c. 30 EACH - RRAD-MOTOR/RIAL, TEXARKANA, TX

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

N/A.

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

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

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

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

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

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

(End of Clause)

MF6020