

| | | | | |
|---|--|--|---|--|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DXA5 | Page 1 of 29 |
| 2. Contract No. | 3. Solicitation No. DAAE20-02-R-0059 | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2002APR02 | 6. Requisition/Purchase No. SEE SCHEDULE |
| 7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C ROCK ISLAND IL 61299-7630 | | Code W52H09 | 8. Address Offer To (If Other Than Item 7) | |

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

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2002MAY02 (Date).

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

| | | |
|----------------------------------|---|--|
| 10. For Information Call: | Name IRENE MAWSON E-mail address: MAWSONI@RIA.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3810 |
|----------------------------------|---|--|

11. Table Of Contents

| (X) | Section | Description | Page(s) | (X) | Section | Description | Page(s) |
|------------------------------|---------|---------------------------------------|---------|--|---------|---|---------|
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 14 |
| X | B | Supplies or Services and Prices/Costs | 6 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 8 | X | J | List of Attachments | 19 |
| X | D | Packaging and Marking | 9 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 10 | X | K | Representations, Certifications, and Other Statements of Offerors | 20 |
| X | F | Deliveries or Performance | 11 | | | | |
| | G | Contract Administration Data | | X | L | Instr., Conds., and Notices to Offerors | 25 |
| X | H | Special Contract Requirements | 12 | X | M | Evaluation Factors for Award | 28 |

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0059 | Page 2 of 29 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

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

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

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

| | | | |
|-----|-------------------------|---------------------------------|----------|
| A-2 | 52-201-4501 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-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: amsta-aq-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)

Name of Offeror or Contractor: _____

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
 TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
 TACOM-RI SPECIFICATIONS AND STANDARDS

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

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

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

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

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

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

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

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

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

| | |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |

(End of clause)

| | | |
|---------------------------|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 4 of 29 |
| | PIIN/SIIN DAAE20-02-R-0059 MOD/AMD | |

Name of Offeror or Contractor:

(AS7008)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this 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)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 29**

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:A-7 52.243-4510 DIRECT VENDOR DELIVERY
TACOM-RI

JAN/1999

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

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2
TACOM-RI

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

1. IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) AT ATTACHMENT 001 TO THIS SOLICITATION, THE CONTRACTOR WILL RECEIVE GUNNER'S CONTROL HANDLE GRIP ASSEMBLY, NSN: 1290-01-076-6865, P/N: 12283113-1 FOR REWORK/UPGRADE TO THE LATEST CONFIGURATION, NSN: 1290-01-428-2547, P/N: 12283113-3.

2. THE CONTRACTORS PROPOSAL SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, AT ATTACHMENT 001 OF THIS SOLICITATION.

3. THIS SOLICITATION CONTAINS A 50% OPTION. THE OPTION QUANTITIES SHALL ALSO BE REWORKED/UPGRADED TO THE LATEST CONFIGURATION.

4. AFTER REWORK/UPGRADE THE GUNNER'S CONTROL HANDLE GRIP ASSEMBLIES SHALL BE SHIPPED TO:

W25G1U XU TRANSPORTATION OFFICER
DEFENSE DIST DEPOT SUSQUEHANNA
NEWCUMBERLAND, PA 17070-5001

MARK FOR B14 FIELD SERVICE STOCK

5. FIRST DELIVERY OF 20 EACH SHALL BE 90 DAYS AFTER RECEIPT OF HANDLES TO BE REWORKED/UPGRADED. REMAINING QUANTITIES SHALL BE DELIVERED AT THE RATE OF 20 EACH PER MONTH FOR THE DURATION OF THE CONTRACT.

6. THE PERIOD OF PERFORMANCE WILL BE 18 MONTHS AFTER RECEIPT OF HANDLES TO BE REWORKED/UPGRADED, OPTION QUANTITY INCLUDED.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> | 200 | AY | \$ _____ | \$ _____ |
| | NOUN: GRIP ASSY | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | PRON: M12OP603M1 PRON AMD: 03 | | | | |
| | AMS CD: 060015JWZN | | | | |
| | FIRST DELIVERY OF 20 SHALL BE 90 DAYS AFTER | | | | |
| | RECEIPT OF REPAIRABLE. REMAIN QUANTITIES | | | | |
| | SHALL BE AT A RATE OF 20 PER MONTH FOR | | | | |
| | THE DURATION OF THE CONTRACT. | | | | |
| | (End of narrative B001) | | | | |
| | <u>Packaging and Marking</u> | | | | |
| | <u>Inspection and Acceptance</u> | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | <u>Deliveries or Performance</u> | | | | |
| | DOC SUPPL | | | | |
| | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD | | | | |
| | 001 000000 0 | | | | |
| | DEL REL CD QUANTITY DAYS AFTER AWARD | | | | |
| | 001 200 0090 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: <u>PARCEL POST ADDRESS</u> | | | | |
| | (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE | | | | |
| | (SHIP TO) WILL BE FURNISHED PRIOR | | | | |
| | TO SCHEDULED DELIVERY DATE FOR ITEM | | | | |
| | REQUIRED UNDER THIS REQUISITION. | | | | |
| 0002 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| | <u>DATA ITEM</u> | | | \$ ** NSP ** | \$ ** NSP ** |
| | SECURITY CLASS: Unclassified | | | | |
| | <u>Inspection and Acceptance</u> | | | | |
| | INSPECTION: Origin ACCEPTANCE: Destination | | | | |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 29**

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:For Local Clauses See: <https://aais.ria.army.mil>

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

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 29**

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

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

SEE SECTION C - STATEMENT OF WORK - ATTACHMENT 001

(CS6100)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 29****PIIN/SIIN** DAAB20-02-R-0059**MOD/AMD****Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

SEE SECTION D - PACKAGING AND MARKING, ATTACHMENT 003.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(EA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| E-1 | 52.246-4 | INSPECTION OF SERVICES - FIXED PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.246-4528 TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

SEE SECTION E - INSPECTION AND ACCEPTANCE, ATTACHMENT 004

*** END OF NARRATIVE E 001 ***

| | | |
|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0059 MOD/AMD | Page 11 of 29 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(FA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-3 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-4 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | APR/1984 |

| | | |
|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0059 MOD/AMD | Page 12 of 29 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(HA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| H-2 | 252.247-7024 DFARS | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| H-3 | 52.245-4506 TACOM-RI | GOVERNMENT FURNISHED PROPERTY | OCT/1994 |

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number -1- of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 001 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 001 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

| | | | |
|-----|-------------------------|---|----------|
| H-4 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
|-----|-------------------------|---|----------|

(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 address for submission is mawsoni@ria.army.mil. The data fax number for submission is 309 782-0717, ATTN: IRENE MAWSON.

(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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 29

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

(HS6510)

H-5 52.239-4500 HS7506, YEAR 2000 (Y2K) COMPLIANCE WAS DELETED 19 MAR 02 WITHOUT NOV/1998
 TACOM-RI REPLACEMENT
HS7506 WAS DELETED 19 MAR 02 WITHOUT REPLACEMENT

H-6 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
 TACOM-RI

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

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(IA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-5 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-6 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/1997 |
| I-7 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-8 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-9 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | JUN/1999 |
| I-10 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT/1997 |
| I-11 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-12 | 52.215-14 | INTEGRITY OF UNIT PRICES - ALTERNATE I | OCT/1997 |
| I-13 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | DEC/1998 |
| I-14 | 52.215-16 | FACILITIES CAPITOL COST OF MONEY | OCT/1997 |
| I-15 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | OCT/1997 |
| I-16 | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT/1997 |
| I-17 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-18 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-19 | 52.219-16 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN | JAN/1999 |
| I-20 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-21 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-22 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-23 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-24 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-25 | 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | MAY/1989 |
| I-26 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-27 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | OCT/2000 |
| I-28 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL/2000 |
| I-29 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN/1991 |
| I-30 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) | JAN/1991 |
| I-31 | 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| I-32 | 52.230-2 | COST ACCOUNTING STANDARDS | APR/1998 |
| I-33 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV/1999 |
| I-34 | 52.232-1 | PAYMENTS | APR/1984 |
| I-35 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-36 | 52.232-11 | EXTRAS | APR/1984 |
| I-37 | 52.232-17 | INTEREST | JUN/1996 |
| I-38 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| I-39 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| I-40 | 52.232-25 | PROMPT PAYMENT | FEB/2002 |
| I-41 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| I-42 | 52.233-1 | DISPUTES | DEC/1998 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 29

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-43 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-44 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-45 | 52.243-1 | CHANGES - FIXED-PRICE - ALTERNATE II | APR/1984 |
| I-46 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAR/2002 |
| I-47 | 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) | APR/1984 |
| I-48 | 52.245-19 | GOVERNMENT PROPERTY FURNISHED ["]AS IS["] | APR/1984 |
| I-49 | 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB/1997 |
| I-50 | 52.247-63 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS | JAN/1997 |
| I-51 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-52 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-53 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-54 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-55 | 252.201-7000 DFARS | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-56 | 252.203-7001 DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |
| I-57 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-58 | 252.204-7004 DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2001 |
| I-59 | 252.205-7000 DFARS | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-60 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-61 | 252.215-7000 DFARS | PRICING ADJUSTMENTS | DEC/1991 |
| I-62 | 252.215-7002 DFARS | COST ESTIMATING SYSTEM REQUIREMENTS | OCT/1998 |
| I-63 | 252.219-7003 DFARS | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-64 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| I-65 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| I-66 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| I-67 | 252.225-7010 DFARS | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS | AUG/2000 |
| I-68 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | AUG/2000 |
| I-69 | 252.225-7026 DFARS | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | JUN/2000 |
| I-70 | 252.225-7031 DFARS | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/1992 |
| I-71 | 252.226-7001 DFARS | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS | SEP/2001 |
| I-72 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-73 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| I-74 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-75 | 252.243-7002 DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-76 | 252.245-7001 DFARS | REPORTS OF GOVERNMENT PROPERTY | MAY/1994 |
| I-77 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1990 |

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

b. The Government reserves the right to increase the quantity of item(s) see schedule below by a quantity of up to and including

Name of Offeror or Contractor:

but not exceeding 50 percent as an evaluated option at the price(s) quoted below.

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

d. The Contracting Officer may exercise the evaluated option at any time preceding see schedule below by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

| | | | |
|-----------|-------------------------------------|--|------------------|
| Clin 0001 | Evaluated Option (F.O.B. Origin) | CONTRACTING OFFICER MAY EXERCISE THE OPTION AT ANY TIME FROM: | Firm Fixed Price |
| Option 1 | 50% | 1 - 365 AFTER AWARD OF CONTRACT | \$ _____ |

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

(End of Clause)

(IF6080)

| | | | |
|------|----------|---|----------|
| I-78 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
|------|----------|---|----------|

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

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

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

(End of Clause)

(IF7210)

| | | | |
|------|----------|--------------------------|----------|
| I-79 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
|------|----------|--------------------------|----------|

(a) Definitions.

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

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

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 17 of 29 |
| | PIIN/SIIN DAAE20-02-R-0059 | MOD/AMD |

Name of Offeror or Contractor:

of obtaining supplies, materials, equipment, or services of any kind.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-80 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

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

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

Name of Offeror or Contractor:

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-81

52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

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

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

(End of Clause)

(IF7003)

I-82

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

(End of clause)

(IF7016)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 19 of 29**

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|-------------------------------------|-------------|------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | 07-NOV-2001 | 003 | |
| Attachment 001 | SECTION C | 14-MAR-2002 | 002 | |
| Attachment 002 | ACCOUNTABILITY INSTRUCTIONS | 14-MAR-2002 | 003 | |
| Attachment 003 | SECTION D-PACKAGING AND MARKING | 14-MAR-2002 | 001 | |
| Attachment 004 | SECTION E-INSPECTION AND ACCEPTANCE | 14-MAR-2002 | 001 | |
| Attachment 005 | DOCUMENT SUMMARY LIST | 14-MAR-2002 | 002 | |

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|------------------------|---|-------------|------------------------|
| Attachment 1A | Instructions for Completing DD Form 1423 | JUN 90 | 1 Pgs |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Documentation of Contract Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |
| Attachment 6A | Data Delivery Description - Engineering Change Proposal | JUL 01 | 9 Pgs |
| Attachment 7A | Data Delivery Description - Notice of Revision | JUL 01 | 2 Pgs |
| Attachment 8A | Data Delivery Description - Request for Deviation | JUL 01 | 4 Pgs |

(End of Clause)

(JS7001)

Name of Offeror or Contractor:

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

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(KA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | APR/1991 |
| K-2 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | JUN/1999 |
| K-3 | 252.209-7001 DFARS | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| K-4 | 252.209-7004 DFARS | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| K-5 | 252.225-7017 DFARS | PROHIBITION ON AWARD TO COMPANIES OWNED BY THE REPUBLIC OF CHINA | FEB/2000 |
| K-6 | 52.219-1 | KF6013 WAS DELETED 28 MAR 02 AND REPLACED BY KF6014, SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II | MAY/2001 |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 3484.

(2) The small business size standard is 1000.

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

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

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

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

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

(i) it
____ is
____ is not

a veteran-owned small business concern.

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

____ is
____ is not

a service-disabled veteran-owned small business concern.

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

(i) it
____ is
____ is not

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

Page 21 of 29

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

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

(ii) it

___is

___is not

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

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

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

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

(1) Means a small business concern -

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

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

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

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

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

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

(1) 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.

Name of Offeror or Contractor:

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6013)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(End of Provision)

(KF7005)

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 23 of 29 |
| | PIIN/SIIN DAAE20-02-R-0059 | MOD/AMD |

Name of Offeror or Contractor:

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

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

(A) Are ()
are not ()

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

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()

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

(ii) The Offeror has ()
has not (),

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

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

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

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

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

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

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

(End of Provision)

(KF7038)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

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

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

Name of Offeror or Contractor:

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

(End of Provision)

(KF7057)

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

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

(End of Provision)

(KF7020)

K-11 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
DFARS

AUG/1992

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

(KA7500)

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

Page 25 of 29

PIIN/SIIN DAAE20-02-R-0059

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(LA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA | OCT/1997 |
| L-2 | 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC/2001 |
| L-3 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |

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

(LF6014)

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

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

(End of Provision)

(LF6008)

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

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

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

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

(End of Provision)

(LF6254)

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

Name of Offeror or Contractor:

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

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

(End of Provision)

(LF7015)

L-7 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001
TACOM-RI

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

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

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

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

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, 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.

<https://aais.ria.army.mil/aais/Padds_web/index.html>."

5. 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.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-8 52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002
TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-R-0059 | Page 27 of 29 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or 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 FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7013)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(MA7001)

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

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

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

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

(End of Provision)

(MF7009)

| | | | |
|-----|-----------------------|--|----------|
| M-2 | 252.225-7003 DFARS | INFORMATION FOR DUTY-FREE ENTRY EVALUATION | MAR/1998 |
|-----|-----------------------|--|----------|

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

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

Yes ()

No ()

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

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

Yes ()

No ()

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

Yes ()

No ()

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

\$_____.

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

(End of provision)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 29 of 29****PIIN/SIIN** DAAE20-02-R-0059**MOD/AMD**

Name of Offeror or Contractor:

(MA7703)