

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA5	<b>Page</b> 1 of 39
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-01-R-0037	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2001APR03	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CFA-A ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

**9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2001MAY03 (Date).**

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

<b>10. For Information Call:</b>	<b>Name</b> LINDA GRAFF <b>E-mail address:</b> GRAFFL@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3136
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

**AWARD (To be completed by Government)**

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

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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
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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)



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MOD/AMD

**Name of Offeror or Contractor:**

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(END OF CLAUSE)

(AS7010)

**Name of Offeror or Contractor:**

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998  
TACOM-RI

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

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

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

1. Solicitation DAAE20-01-R-0037 is a sole source acquisition to BREAK-FREE INCORPORATED of Jacksonville, Florida, and will result in the award of a 3 year, firm fixed price, Indefinite Delivery Indefinite Quantity (IDIQ) type contract. (see FAR 16.504)
2. The Quantities of 700 each, Brush & Bag Assembly (CLIN 0001), and 400 Artillery Cleaning Kit (CLIN 0002), are the only quantities guaranteed to be awarded under this solicitation. These quantities specifically represent the guaranteed "minimum" quantity, as defined by the referenced FAR and DFARS clauses contained within this solicitation document either in full text or incorporated by reference. This guaranteed minimum quantity will be obligated at time of award via Delivery Order 01. All other estimated buy quantities are estimates only, and do no bind the Government in any way.
3. The minimum and maximum quantity pricing ranges, as shown on the Price Evaluation Spreadsheet (attachment 001), are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices. The pricing sheet also establishes ordering limitations in the event that orders beyond the minimum quantity are executed. Also, see Section I-70 clause IF6029, "Order Limitations".
4. The proposed unit prices for all quantities shall be marked in the table at Attachment 01.
5. The Offeror is required to submit prices for production deliveries based on F.O.B. Destination. Shipping destinations include New Cumberland Army Depot, PA; Sharpe Army Depot, CA; and Anniston Army Depot, AL for CLINs 0001 and 0002, and New Cumberland Army Depot, PA; Sharpe Army Depot, CA for CLIN 0003.
6. Following are the dates of the Ordering Periods (OP) (based on an award date of 30 Apr 2001) covered by this solicitation:  
  
Ordering Period (OP) 1: Award Date - 1 May 2002  
Ordering Period (OP) 2: 2 May 2002 - 1 May 2003  
Ordering Period (op) 3: 2 May 2003 - 1 May 2004
7. The Government's estimated quantities, as set forth on the Price Evaluation Spreadsheet, Attachment 001, represents an approximation of requirements based on history, actual orders on hand, and/or projected demands. These quantities may be impacted by fluctuation in demands, changing technologies, budgetary influences, etc. Except for the guaranteed minimum quantity, the Government does not guarantee any future awards of projected buys.
8. Delivery Rate is:  
Brush & Bag Assembly-(NSN: 1025-01-196-2176)- 200 each @ 120 days after award and 200 each additional quantity - every 30 days.  
Art Cleaning Kit -(NSN: 1025-01-196-2172)- 1000 each @ 90 days after award and 1000 each additional quantity - every 30 days.  
Art Cleaning Kit -(NSN: 1025-01-196-2173)- 1000 each @ 90 days after award and 1000 each additional quantity - every 30 days.
9. The Government is only accountable for the quantities ordered under a signed Delivery Order and is not liable for the Contractor's decision to build quantities in advance of orders.
10. All Delivery Orders will be issued unilaterally by the Government, with firm delivery dates and ship-to addresses.
11. The solicitation clauses apply to all CLINs unless specifically annotated otherwise.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MFG PART NUMBER 155-110-401</u></p> <p>NOUN: BRUSH &amp; BAG ASSEMBLY                      FSCM: 27412                      PART NR: 155-110-401                      SECURITY CLASS: Unclassified</p> <p>THE EFFECTIVE DATES FOR ORDERING PERIODS 1, 2, AND 3 ARE STATED IN SECTION A OF THIS SOLICITATION.</p> <p>ORDERING PERIODS AND ESTIMATED QUANTITIES FOR CLIN 0001 ARE STATED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 OF THIS SOLICITATION.</p> <p>PRICING FOR CLIN 0001 SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 AND NOT IN SECTION B OF THIS SOLICITATION.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH ORDER. FOB POINT: DESTINATION</p> <p>SHIPPING DESTINATIONS INCLUDE NEW CUMBERLAND ARMY DEPOT, PA; SHARPE ARMY DEPOT, CA; AND ANNISTON ARMY DEPOT, AL.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER A CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>TACOM-RI                      ATTN: AMSTA-LC-CFA-A                      ROCK ISLAND, IL 61299-7630</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      REFERENCE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>			<p>\$ _____</p>	<p>\$ _____</p>
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MFG PART NUMBER SK1-84JS</u></p> <p>NOUN: BRUSH, CLEANING, ARTILLERY                      SECURITY CLASS: Unclassified</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>THE EFFECTIVE DATES FOR ORDERING PERIODS 1, 2, AND 3 ARE STATED IN SECTION A OF THIS SOLICITATION.</p> <p>ORDERING PERIODS AND ESTIMATED QUANTITIES FOR CLIN 0002 ARE STATED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 OF THIS SOLICITATION.</p> <p>PRICING FOR CLIN 0002 SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 AND NOT IN SECTION B OF THIS SOLICITATION.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH ORDER. FOB POINT: DESTINATION</p> <p>SHIPPING DESTINATIONS INCLUDE NEW CUMBERLAND ARMY DEPOT, PA; SHARPE ARMY DEPOT, CA; AND ANNISTON ARMY DEPOT, AL.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER A CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>TACOM-RI                      ATTN: AMSTA-LC-CFA-A                      ROCK ISLAND, IL 61299-7630</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      REFERENCE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MFG PART NUMBER SK2-84JS</u></p> <p>NOUN: BRUSH, CLEANING, ARTILLERY                      SECURITY CLASS: Unclassified</p> <p>THE EFFECTIVE DATES FOR ORDERING PERIODS 1, 2, AND 3 ARE STATED IN SECTION A OF THIS SOLICITATION.</p> <p>ORDERING PERIODS AND ESTIMATED QUANTITIES FOR CLIN 0003 ARE STATED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 OF THIS SOLICITATION.</p> <p>PRICING FOR CLIN 0003 SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 001 AND NOT IN SECTION B OF THIS SOLICITATION.</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH ORDER. FOB POINT: DESTINATION</p> <p>SHIPPING DESTINATIONS INCLUDE NEW CUMBERLAND ARMY DEPOT, PA; AND SHARPE ARMY DEPOT, CA.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER A CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>TACOM-RI                      ATTN: AMSTA-LC-CFA-A                      ROCK ISLAND, IL 61299-7630</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      REFERENCE CLAUSE DS6413</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>DATA ITEM</p> <p>NOUN: DD FORM 1423 CDRL                      SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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<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 UNLESS AUTHORIZED BY CONTRACTING OFFICER

(BA6701)

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

## CLIN 0001

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 - MFG PART NUMBER 155-110-401 with revisions in effect as of N/A (except as follows):

SOLE SOURCE TO: BREAK-FREE INC.  
13386 INTERNATIONAL PARKWAY  
JACKSONVILLE, FLORIDA 33218

## CLIN 0002

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 - MFG PART NUMBER SK1-84JS with revisions in effect as of N/A (except as follows):

SOLE SOURCE TO: BREAK-FREE INC.  
13386 INTERNATIONAL PARKWAY  
JACKSONVILLE, FLORIDA 33218

## CLIN 0003

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 - MFG PART NUMBER SK2-84JS with revisions in effect as of N/A (except as follows):

SOLE SOURCE TO: BREAK-FREE INC.  
13386 INTERNATIONAL PARKWAY  
JACKSONVILLE, FLORIDA 33218

(CS6100)

C-2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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## CLINs 0001, 0002, &amp; 0003

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

N/A

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

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

N/A

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

N/A

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

(End of Clause)

(CS6191)

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

CLINs 0001, 0002, &amp; 0003

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

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARA. 3  
Unit Package Weight (lbs.)--Unit Package Cube (Cubic Feet)---  
Unit Package Size (length x Width x Depth)(inches)---

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

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

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

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

(2) Unit package:

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

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

(3) Intermediate Package:

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

(4) Packing:

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

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

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a

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**Name of Offeror or Contractor:**

manner that will permit safe handling during shipment and storage.

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

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

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

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

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## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	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	52.246-4500 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 [grafl@ria.army.mil](mailto:grafl@ria.army.mil) and [AMSTA-LC-CTRL@ria.army.mil](mailto:AMSTA-LC-CTRL@ria.army.mil). The data fax numbers for submission are (309) 782-1961, ATTN: Linda Graff 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)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

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

(End of clause)

(HS7506)

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H-5

52.247-4545  
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

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

Shipped From:

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

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

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

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

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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## SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAR/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	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
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	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-21	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-24	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-26	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-29	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-30	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-31	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-32	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-38	52.232-25	PROMPT PAYMENT	MAR/2001
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-40	52.233-1	DISPUTES	JAN/1999
I-41	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-44	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-45	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001

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I-46	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-47	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-48	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-49	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-54	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-56	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-58	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-59	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-60	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-61	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-62	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-63	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-64	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-65	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-66	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-67	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-68	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-69	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 date of contract award through 1 May 2004.

(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)

I-70	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1,

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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 -

(1) Any order for a single item in excess of CLIN 0001-1500 EACH, CLIN 0002-600 EACH, OR CLIN 0003-2300 EACH;

(2) Any order for a combination of items in excess of 4400 (1500 EACH PLUS 600 EACH PLUS 2300 EACH); or

(3) A series of orders from the same ordering office within 30 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)

I-71 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 1 MAY 2005.

(End of clause)

(IF6036)

I-72 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

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under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-73            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 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.

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(End of Clause)

(IF7211)

I-74            52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH            AUG/1995  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-75            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-76            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

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

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

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Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-77 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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

(End of clause)

(IF7220)

I-78 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

(End of clause)

(IF7016)

I-79 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  
DFARS

AUG/2000

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

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

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

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

(End of Clause)

(IA7009)

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

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## 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 DD FORM 1423 (CDRL) FOR CLINS 0001, 0002, AND 0003	14-SEP-2000	001	
Attachment 001	PRICE EVALUATION SPREADSHEET		001	
Attachment 002	DOCUMENT SUMMARY LIST FOR CLINS 0001, 0002, & 0003		001	

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

**Name of Offeror or Contractor:**

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 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	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAR/2001

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332999.

(2) The small business size standard is 500.

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

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

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

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

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

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

a veteran-owned small business concern.

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

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

a service-disabled veteran-owned small business concern.

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

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

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

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- (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.

(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.

**Name of Offeror or Contractor:**

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

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

(End of provision)

(KF6013)

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

(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)

K-7            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            MAY/1999

Name of Offeror or Contractor:

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

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

(End of provision)

(KF7064)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

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

OFFEROR RECOMMENDATIONS

Table with 4 columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL. Includes horizontal lines for data entry.

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

(End of Provision)

(KF7003)

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

(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;

**Name of Offeror or Contractor:**

(B) Have ( )  
have not ( ),

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

(C) Are ( )  
are not ( )

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

(KF7033)

K-10

52.222-22

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

Name of Offeror or Contractor:

solicitation;

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

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

(End of Provision)

(KF7057)

K-11 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-12 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
DFARS

SEP/1999

(a) Definitions.

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

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(List only qualifying country end products.)



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(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products:

(insert line item number)

(insert country of origin)

(End of provision)

(KA7507)

K-14 252.225-7020 TRADE AGREEMENTS CERTIFICATE MAR/1998 DFARS

(a) Definitions. Caribbean Basin country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin Country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

insert line item number	insert country of origin

(End of provision)

(KA7514)

K-15 252.225-7035 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 DFARS ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE, ALTERNATE I

(a) Definitions.

'Domestic end product,' 'foreign end product,' 'Canadian end product,' and 'qualifying country end product,' have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

**Name of Offeror or Contractor:**

(b) Evaluation.

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or Canadian end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications.

(1) The Offeror certifies that-

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_ (insert line item number)      \_\_\_\_\_ (insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as Canadian end products:

\_\_\_\_\_ (insert line item number)      \_\_\_\_\_ (insert country of origin)

(iii) The Offeror certifies that the following supplies are other foreign end products:

\_\_\_\_\_ (insert line item number)      \_\_\_\_\_ (insert country of origin)

(End of provision)

(KA7516)

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

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

(b) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

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(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO 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-3	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price, three year, Indefinite Delivery-Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-4	52.233-2	SERVICE OF PROTEST	OCT/1995
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(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 (GSCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Barry R. Hartleben, TACOM-RI, AMSTA-LC-CFA-A, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LF6254)

L-5	30.202-1(a)	DISCLOSURE STATEMENT FORM FAR	
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MOD/AMD

**Name of Offeror or Contractor:**

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(LF7011)

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

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized 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 TACOM-RI AUG/1999

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

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

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

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

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

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

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

(End of Provision)

(LS7011)

L-8 52.215-4511 ELECTRONIC AWARD NOTICE TACOM-RI 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. 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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-R-0037 <b>MOD/AMD</b>	<b>Page 38 of 39</b>
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**Name of Offeror or Contractor:**

vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

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

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)

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

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**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

(MA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
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(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)

(MA7703)

M-2	52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)