

2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number DAAE20-99-T-0195	6. Solicitation Issue Date
7. For Solicitation Information Call: 	A. Name DEBRA JUHL		B. Telephone Number (No Collect Calls) (309) 782-3370	8. Offer Due Date/Local Time 1999AUG12 04:00pm

9. Issued By TACOM-ROCK ISLAND AMSTA-AC-PCH-C ROCK ISLAND IL 61299-7630 e-mail: JUHLDR@RIA.ARMY.MIL	Code W52H09	10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3612 Size Standard:	11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule	12. Discount Terms
			<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
			13b. Rating DOA5	
			14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. Deliver To SEE SCHEDULE	Code	16. Administered By	Code
Telephone No.			

17. Contractor/Offeror	Code	Facility	18a. Payment Will Be Made By	Code
Telephone No.				

<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer	18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum
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19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data	26. Total Award Amount (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.	<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda	<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.

28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.	29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:
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30a. Signature Of Offeror/Contractor	31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Contracting Officer (Type Or Print)	31c. Date Signed

32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted	32b. Signature Of Authorized Government Representative	32c. Date	33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For
			36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number	
			38. S/R Account Number	39. S/R Voucher Number	40. Paid By
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			42b. Received At (Location)		
41c. Date			42c. Date Recd (YYMMDD)	42d. Total Containers	

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

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MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
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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-ACALA has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-ACALA 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 - ACALA
(ACALA 52.215-4510)

LS7012, Electronic Award Notice - ACALA
(ACALA 52.215-4511)

(End of clause)

(AS7004)

This request for quotes is issued for a Static Power Inverter. The requirements for the inverter are identified in the Description for Purchase at Addendum 001.

This solicitation is issued under the test program at FAR 13.500 which authorizes the use of simplified acquisition procedures for commercial supplies and services up to \$5,000,000.

The clause at FAR 52.212-1, Instructions to Offerors - Commercial Items, identifies information which must be included with your quote. Pay particular attention to the following:

a. Paragraph (b)(4): If your technical description doesn't contain sufficient detail to evaluate compliance with the stated requirements, you must be prepared to submit a product sample for evaluation. The product sample must be received by the Government within three weeks after receipt of written notification from the contracting officer. If the product sample is not received within three weeks, your quote may be rejected.

b. Paragraph (b)(10): Past performance is an evaluation factor. You must include past performance information with your quote.

*** END OF NARRATIVE A001 ***

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

This solicitation will result in the competitive award of a long-term firm-fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract. The contract will include five ordering periods as set forth in the schedule. The quantity of 40 each is the guaranteed minimum quantity to be awarded under this solicitation. This minimum quantity will be obligated at the time of contract award. All other quantities are estimates only and do not bind the Government in any way.

To be considered for award, you must complete and submit the pricing sheet (Addendum 002). The order quantity ranges are established to permit different unit prices for each range. You must enter a unit price for each of the four quantity ranges under each of the five ordering periods (a total of 20 prices). Quotes offering prices for quantities other than those solicited will not be considered. Do not enter any prices in the schedule on page 3. The price lines on page 3 will remain blank.

*** END OF NARRATIVE A002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-99-T-0195 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified NOUN: Static Power Inverter</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD ON THE PRICING SHEET AT ADDENDUM 002</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT</u> See DFP (Addendum 001)</p> <p>FOB: Destination</p> <p><u>DELIVERIES OR PERFORMANCE</u> Minimum Total Quantity: 40 each Maximum Total Quantity: 300 each</p> <p>Order Period 1: Award through 31 Dec 99 Order Period 2: 1 Jan 00 through 31 Dec 00 Order Period 3: 1 Jan 01 through 31 Dec 01 Order Period 4: 1 Jan 02 through 31 Dec 02 Order Period 5: 1 Jan 03 through 31 Dec 03</p> <p>Delivery is 60 days after receipt of electronic/facsimile/hardcopy delivery order not to exceed 10 per month. Delivery orders will include firm delivery dates.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> Packaging/Packing will be in accordance with your best commercial practice.</p> <p>(End of narrative D001)</p>			<p>\$ _____</p>	<p>\$ _____</p>

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

4	52.247-4533 TACOM-RI	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988
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Contractor shall not make deliveries earlier than the dates specified in the delivery schedule without the specific written authorization of the Contracting Officer.

(End of Clause)

(FS7405)

COMMERCIAL MANUALS/LITERATURE AND DATA RELEASE LETTER

The contractor shall overpack one complete set of commercial manuals/literature with each item delivered. Within 30 days after contract award, the contractor shall furnish three complete sets of the commercial manuals/literature to the contracting officer along with a letter authorizing the Government to reproduce or copy the manuals/literature as needed.

*** END OF NARRATIVE F001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-T-0195 MOD/AMD	Page 5 of 19
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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.245-4511 TACOM-RI	DELINQUENT MATERIEL UNDER GOVERNMENT-FURNISHED MATERIAL CONTRACTS	JUL/1988

a. Time is of the essence in the performance of this contract. The item(s) to be provided under this contract will be furnished as Government furnished material in support of the Explosive Ordnance Disposal (EOD) Vehicle. Timely deliveries are required under your contract in order to meet delivery requirements in support of the EOD Vehicle.

b. In the event deliveries under your contract become delinquent and the reason for the delinquency does not constitute an excusable delay within the meaning of the clause in your contract entitled "Default," the Government may assert a claim against your firm for any additional costs, (whether in-house Government costs or additional costs payable to the Rock Island Arsenal or any other contractor) to the Government as a result of your delinquency.

c. In the event the parties cannot agree on the amount of additional costs due the Government, the Contracting Officer shall establish costs that are fair and reasonable and shall set forth same in a unilateral modification to the contract. If the Contractor does not agree with the costs established by the Contracting Officer, the Contractor shall make a written claim to the Contracting Officer in accordance with the Contract Disputes Act of 1978 (41 USC 601 et. seq.). Upon receipt of that claim, the Contracting Officer will issue a final decision stating, among other things, that the decision is a final decision subject to appeal in accordance with the "Disputes" clause of the contract.

(End of Clause)

(HS6051)

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
3	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

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

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

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

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

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

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

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

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

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

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

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

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

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

____(ii) Alternate I of 52.219-23

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

____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

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

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

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

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

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

____(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

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Name of Offeror or Contractor:

____(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

____(18) Reserved.

____(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

____(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

____(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

____(ii) Alternate I of 52.225-21.

X (22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(26) 201-39.5202-3, Procurement Authority (FIRMR).

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

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

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

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

(End of clause)

(IF6260)

5 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 the date of award through 31 Dec 03.

(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)

6 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. N/A

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

Name of Offeror or Contractor:

- (1) Any order for a single item in excess of 10 inverters per month
- (2) Any order for a combination of items in excess of 10 inverters per month; or
- (3) A series of orders from the same ordering office that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) Notwithstanding paragraph (b) 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)

7 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Dec 04.

(End of clause)

(IF6036)

8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JAN/1999
 DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
 ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (____ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

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Name of Offeror or Contractor:

____ 252.225-7012 Preference for Certain Domestic Commodities.

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

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

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

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

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

____ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

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

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

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

____ 252.243-7002 Certification of Requests for Equitable Adjustment

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

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

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

(End of clause)

(IA6720)

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Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DESCRIPTION FOR PURCHASE, STATIC POWER INVERTER		003	
Attachment 002	PRICING SHEET		001	
Attachment 003	FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS		004	

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	JUN/1999
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(a) Definitions. As used in this provision:

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

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

Women-owned small business concern means a small business concern -

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

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

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

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

(1) Small business concern. The offeror represents, for general statistical purposes, that it
____ is,
____ is not

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it
____ is
____ is not

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

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
____ is
____ is not

a women-owned small business concern.

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

_____ Black American

_____ Hispanic American

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

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

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

Name of Offeror or Contractor:

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

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

- (i) it
___ is
___ is not

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

- (ii) it
___ is
___ is not

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

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

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

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

- (i) It
___ has,
___ has not,

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

- (ii) It
___ has,
___ has not,

filed all required compliance reports.

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

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

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

- (ii) It

___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

(e) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

- (1) The offeror and/or any of its principals
___ are,
___ are not

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

Name of Offeror or Contractor:

(2) ___Have,
___Have not,

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

___are,
___are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

2 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DEC/1991
DFARS

(a) Definitions.

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

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

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

NONQUALIFYING COUNTRY END PRODUCTS

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

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(KA7702)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JUN/1999

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

Name of Offeror or Contractor:

(i) Availability of requirements documents cited in the solicitation. Standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

(LF7027)

2 52.215-4510 ELECTRONIC BIDS/OFFERS APR/1999
TACOM-RI

1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-ACALA Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:

<http://aais.ria.army.mil/aais/SOLINFO/index.htm>

2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the responsibility of timely transmission of their bids/offers 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.

3. Upon opening the "Bid Submission Page", you must:

- a. Select one of the solicitations listed on the "SELECT SOLICITATION" box.
- b. Enter your Commercial and Government Entity (CAGE) code in the "Cage Code" block.

(NOTE: If you don't have a CAGE code, you may substitute a five-character identifier of your choosing. The first five letters of your company name is suggested.)

c. Use the browse button to locate and select the file that contains your bid/proposal/quote.

d. Click on the "Send" button.

(NOTE: If your bid/proposal/quote consists of multiple files, these must be uploaded individually by repeating the steps listed in subparagraphs a thru d above).

e. 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 your 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>"

f. 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 listed above or by data-faxing your bid/proposal/quote to Area Code (309) 782-2047.

4. Bids/Offerors and all supporting documentation submitted as electronic attachments shall be provided either:

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a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or

b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.

5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.

6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.

7. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.

8. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.

9. Written confirmation of electronic bids/offers is not required.

10. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.

11. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.

12. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

(End of Provision)

(LS7011)

3 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

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

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

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the

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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)

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EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
2	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

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

(1) Price and past performance

(2) Price is significantly more important than past performance. The evaluation will be performed in accordance with FAR 13.106-2, Evaluation of Quotations and Offers.

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

(End of provision)

(MF6025)

EVALUATION OF PRICE

An evaluated unit price for each order period will be calculated by adding the weighted unit prices (weight X unit price) quoted for each order quantity range. The weight assigned to each order quantity range represents the likelihood that the Government will place an order within that range if an order is placed. An evaluated price for each order period will be calculated by multiplying the evaluated unit price by the estimated total quantity for each order period. The total evaluated price will be calculated by adding the evaluated prices for each of the five order periods.

*** END OF NARRATIVE M001 ***