

<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 28
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-99-R-0174	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 1999JUL30	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-AC-PCH-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 \_\_\_\_\_ (hour) local time \_\_\_\_\_ (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> KIM JONES <b>E-mail address:</b> JONESK@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-0571
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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 Different From Blk 15A-Furnish Such Address In Offer</b> <input type="checkbox"/>	<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 (4 copies unless otherwise specified)</b> 	<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>  _____ (Signature of Contracting Officer)	<b>28. Award Date</b>

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

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**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

<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 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	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-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: AMSTA-AC-PC@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)



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**Name of Offeror or Contractor:**

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)

A-6 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)

A-7 EXECUTIVE SUMMARY:

1. THIS SOLICITATION, DAAE20-99-R-0174, WILL RESULT IN THE COMPETITIVE AWARD OF A LONGTERM, FIRM-FIXED PRICE, 3 YEAR REQUIREMENTS TYPE CONTRACT NOT TO EXCEED 30 SEPTEMBER 2002 FOR THE MOTOR, HYDRAULIC, NSN 4320-01-342-2401. SEE FAR 16.503 AND FAR CLAUSES 52.216-18, AND 52.216-19 AND 52.216-21 FOR ADDITIONAL INFORMATION ON REQUIREMENTS TYPE CONTRACTS.

2. THE FOLLOWING ARE THE DATES OF THE PRICING PERIODS (PP) COVERED BY THIS SOLICITATION:

ORDERING PERIOD (OP) 1: AWARD DATE - 30 SEPTEMBER 2000

ORDERING PERIOD (OP) 2: 01 OCTOBER 2000 - 30 SEPTEMBER 2001

ORDERING PERIOD (OP) 3: 01 OCTOBER 2001 - 30 SEPTEMBER 2002

3. THE MINIMUM AND MAXIMUM QUANTITIES, AS SHOWN BELOW AND ON THE PRICE EVALUATION SPREADSHEET AT EXHIBIT B, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS. NOTE: OFFERORS MUST COMPLETE THE PRICE EVALUATION SPREADSHEET AT EXHIBIT B IN ORDER TO BE CONSIDERED FOR AWARD.

4. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO PURCHASE ANY QUANTITY UNDER RESULTANT CONTRACT. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

5. THE PROJECTED QUANTITIES, AND MINIMUM AND MAXIMUM ORDERING QUANTITIES ARE SET FORTH BELOW. THESE QUANTITIES REPRESENT THE GOVERNMENT'S BEST ESTIMATE OR ACTUAL PROJECTED REQUIREMENTS WHICH MAY BE ORDERED UNDER THIS SOLICITATION, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

CLIN 0001, MOTOR, HYDRAULIC, NSN 4320-01-342-2401

PP	PROJECTED QUANTITIES	MINIMUM	MAXIMUM
1	76	6	90
2	50	6	90
3	50	6	90

6. THE OFFEROR SHALL SUBMIT UNIT PRICES ON THE PRICE EVALUATION SPREADSHEET ATTACHED AT EXHIBIT B. PLEASE REFER TO SECTION L AND M FOR PROPOSAL INSTRUCTIONS AND EVALUATION PROCEDURES.

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**Name of Offeror or Contractor:**

7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES WILL BE DUE NOT LATER THAN 150 DAYS AFTER RECEIPT OF ORDER. ANY RESULTING DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE PRICING PERIOD.

8. PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS. ALL SHIPMENTS WILL BE SENT TO THE FOLLOWING ADDRESS:

SHIP TO: PARCEL POST ADDRESS

(W52G19) RED RIVER  
XU TRANS OFC  
RED RIVER ARMY DEPOT  
TEXARKANA, TX 75507-5000

9. INSPECTION/ACCEPTANCE IS ORIGIN.

10. THIS SOLICITATION IS ISSUED UNDER COMPETITIVE NEGOTIATION PROCEDURES, AS A 100 PERCENT SMALL BUSINESS SET-ASIDE.

11. QUALIFICATION PROCEDURES ARE NOT AVAILABLE FOR THE SOURCE CONTROLLED ITEM IN THIS TECHNICAL DATA PACKAGE. THEREFORE, THE SOURCE CONTROLLED ITEM MUST BE OBTAINED ONLY FROM THE APPROVED SOURCE LISTED ON THE DRAWING PN 12598336. NO ALTERNATE SOURCES WILL BE ALLOWED. THE NOTICES IN THE SOURCE CONTROLLED DRAWINGS, THAT ALLOW TESTING AND APPROVAL OF SUBSTITUTE ITEMS. ARE HEREBY DELETED.

\*\*\* END OF NARRATIVE A001 \*\*\*

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>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified                      THE OFFEROR SHALL SUBMIT UNIT                      PRICES ON THE PRICE EVALUATION                      SPREADSHEET ATTACHED AT EXHIBIT B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) DESTINATION WILL BE FURNISHED                      ON EACH DELIVERY ORDER</p>			<p>\$ _____</p>	<p>\$ _____</p>
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified                      Contractor will prepare and deliver the                      technical data in accordance with the                      requirements, quantities and schedules                      set forth in the Contract Data                      Requirements Lists (DD Form 1423),                      Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>				

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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

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 - TDPL 12598336 with revisions in effect as of 08 January 1997 (except as follows):

ADD: 12598336, E

(CS6100)

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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	52.211-4504 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

Packaging shall be in accordance with ASTM D 3951, revision 98, dated 10 NOV 1998. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 MAY 1997. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTIONS: THE PACKAGING SHALL HAVE SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169 FOR DISTRIBUTION CYCLE 18, ASSURANCE LEVEL I, ACCEPTANCE CRITERION 1 AND 2. THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR ELEMENT 1 OF D 4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FT. THE SHIPPING UNIT SHALL BE THE UNIT PACK. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE. PACKAGED GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING. THE CONTRACTOR IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED (SEE PARA 5.6 OF MIL-STD-2073-1C) AND IS ACCEPTABLE TO THE GOVERNMENT. SIMILAR ITEMS DO NOT REQUIRE RETESTING.

(End of clause)

(DS6401)

D-2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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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 container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)



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**Name of Offeror or Contractor:**

## 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	52.247-4531 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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-R-0174	<b>Page 11 of 28</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

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 52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director  
Armament and Chemical Acquisition and Logistics Activity  
ATTN: AMSTA-LC-CTCA/KIM JONES  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

NA

(End of clause)

(HS6502)

H-2	1.602-2(93) AFARS	AVAILABILITY OF FUNDS
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Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

H-3	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)



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**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-5	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-6	52.232-1	PAYMENTS	APR/1984
I-7	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-8	52.232-11	EXTRAS	APR/1984
I-9	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-10	52.232-25	PROMPT PAYMENT	JUN/1997
I-11	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-12	52.233-1	DISPUTES	JAN/1999
I-13	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-14	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-15	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-16	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-17	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-18	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-19	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-20	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-21	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-22	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-23	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-24	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 award through 30 September 2002.

(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-25	52.216-19	ORDER LIMITATIONS	OCT/1995
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**Name of Offeror or Contractor:**

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-28                    52.223-14                    TOXIC CHEMICAL RELEASE REPORTING                    OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

(1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

(IF7259)

I-29                    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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 16 of 28</b>
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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-30                    52.244-6                    SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                    OCT/1998

(a) Definition

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

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

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

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

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

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

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

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

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

End of Clause

(IF7253)

I-31                    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)

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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>
Attachment 001	DOCUMENT SUMMARY LIST	22-APR-99	1PG	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	22-APR-99	1PG	
Exhibit B	PRICE EVALUATION SPREADSHEET		1PG	

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)

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

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

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

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

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999

K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAY/1999
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3569.

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

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

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

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

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

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

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

(c) Definitions. "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.

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

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

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

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

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

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

(5) [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 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 (b)(5)(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.

(End of provision)

(KF6009)

K-3                    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

**Name of Offeror or Contractor:**

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-4                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

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

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

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

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

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

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

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

( ) Name and TIN of common parent:

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**MOD/AMD**

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

(End of provision)

(KF7044)

K-5                    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

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

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

(End of Provision)

(KF7003)

K-6                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that -

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

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

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

(End of Provision)

(KF7057)

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K-7 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-8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) The offeror, by signing this offer, certifies that--

(Note: The offeror must check the appropriate paragraph(s).)

\_\_\_\_\_ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

\_\_\_\_\_ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

\_\_\_\_\_ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

\_\_\_\_\_ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

\_\_\_\_\_ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

\_\_\_\_\_ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

End of Provision

(KF7065)

K-9 252.225-7000 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--

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(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)
_____	_____
_____	_____

(KA7702)

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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	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	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 Requirements type contract resulting from this solicitation.  
(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 (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AMSTA-LC-CTCA. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LF6254)

L-5	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(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)

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(LF7015)

L-6                      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-RI 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 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)>"

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:

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.



**Name of Offeror or Contractor:**

international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to ISO 9001 or ISO 9002, or QS 9000, or ANSI/ASQ Q9001 or ANSI/ASQ Q9002 this is sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858 or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use. Note further, that quality systems listed in Section E of this solicitation as unacceptable are NOT acceptable for this contract.)

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7445)

L-8

**PROPOSAL INSTRUCTIONS**

1. OFFERORS SHALL ENTER ALL UNIT PRICES FOR EACH EVALUATION RANGE AND FOR EACH PRICING PERIOD IN THE CORRESPONDING SPACES ON THE PRICE EVALUATION SPREADSHEET ATTACHED AT EXHIBIT B OF THIS SOLICITATION. PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS. ALL UNIT PRICES WILL BE BINDING.
2. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

\*\*\* END OF NARRATIVE L001 \*\*\*

**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>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

## M-3 PRICE

1. THE AREA OF PRICE SHALL BE EVALUATED TO DETERMINE THE TOTAL EVALUATED PRICE TO THE GOVERNMENT FOR THE FULL THREE YEARS OF THE PROJECTED CONTRACT TERM AND THE REASONABLENESS OF THE PROPOSED PRICE. PROPOSALS NOT OFFERING PRICES FOR EACH EVALUATION RANGE AND FOR EACH PRICING PERIOD WILL NOT BE CONSIDERED FOR AWARD.

2. TOTAL EVALUATED PRICE: PRICING PERIODS HAVE BEEN ESTABLISHED FOR EACH OF THE THREE PRICING PERIODS (SEE SECTION A AND PRICING EVALUATION SPREADSHEET AT EXHIBIT B). OFFERORS MUST SUBMIT THEIR PROPOSED UNIT PRICES IN THE BOLD OUTLINED SPACES OF THE PRICING EVALUATION SPREADSHEET. ALL OTHER SPACES ARE FOR GOVERNMENT EVALUATION PURPOSES ONLY. THE GOVERNMENT WILL MULTIPLY THE PROPOSED UNIT PRICE BY ITS CORRESPONDING ASSIGNED WEIGHT AND ADD THE RESULTING PRODUCTS TO GET A WEIGHTED UNIT PRICE WHICH IS THEN MULTIPLIED TIMES THE ESTIMATED QUANTITY TO DETERMINE THE EVALUATED PRICE. THE TOTAL EVALUATED PRICE IS THE SUM OF THE EVALUATED PRICE FOR ALL PRICING PERIODS. THIS TOTAL EVALUATED PRICE IS FOR EVALUATION PURPOSES ONLY AND IN NO WAY OBLIGATES THE GOVERNMENT.

3. ALL AVAILABLE RESOURCES, INCLUDING THE DEFENSE CONTRACT AUDIT AGENCY, MAY BE USED TO DETERMINE PRICE REASONABLENESS. ANY PROPOSAL WHICH IS UNREALISTICALLY HIGH OR LOW IN PRICE WILL BE DEEMED INDICATIVE OF A FAILURE TO COMPREHEND THE GOVERNMENT'S REQUIREMENTS AND MAY BE REJECTED FOR ANY SUCH REASON.

\*\*\* END OF NARRATIVE M001 \*\*\*