

<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 36
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-03-R-0118		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003APR23	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CFA 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 04:45pm (hour) local time 2003MAY23 (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> NANCY FRASER <b>E-mail address:</b> FRASERN@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3239
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	7	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	13	X	J	List of Attachments	27
X	D	Packaging and Marking	15	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	17	X	K	Representations, Certifications, and Other Statements of Offerors	28
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	19	X	L	Instr., Conds., and Notices to Offerors	33
X	H	Special Contract Requirements	20	X	M	Evaluation Factors for Award	36

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

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

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

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

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

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

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

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

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

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

Page 2 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(AA7020)

A-2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
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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-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

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

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

(End of clause)

(AS7006)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 36</b>
	PIIN/SIIN DAAE20-03-R-0118 MOD/AMD	

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

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

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

(END OF CLAUSE)

(AS7010)

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

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

Page 5 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

(END OF CLAUSE)

(AS7502)

REQUIREMENTS CONTRACT

1. Solicitation DAAE20-03-R-0118 is a 100% Small Business Set-Aside, and will result in the award of a one-year, firm fixed-price, requirements contract per FAR 16.503 (Requirements Contracts), with the option to extend the term of the contract for two additional one year periods in accordance with FAR 52.217-9 (Option to Extend the Term of the Contract).

2. The items being procured are listed below. The Government reserves the right to make separate line item awards.

CLIN	NSN	P/N	Nomenclature
0001	5310-01-293-5696	12909086	Washer, Flat
0002	5365-01-293-5698	12909087	Spacer, Plate
0003	5365-01-370-4858	12009359	Shim
0004	9535-01-385-6694	12909210	Shim Stock, Laminated
0005	5310-01-044-9561	12007657	Washer, Spring

3. Ordering periods covered by this proposed contract are specified below. The Government is not obligated to extend the term of the contract beyond the initial one-year period. The additional two years which may be exercised by the Government are optional years. The Government, at its sole discretion, may exercise these optional years provided that written notice is provided to the contractor 30 days before expiration of Ordering Period 1. Both optional years expire if the Government does not exercise its option for the 2nd year period.

Ordering Period 1: Date of award - 30 June 2004  
Ordering Period 2 (Optional): 1 July 2004 - 30 June 2005  
Ordering Period 3 (Optional): 1 July 2005 - 30 Jun 2006

4. The Government's projected buy quantities, as set forth on the Price Evaluation Spreadsheet (Attachment 002) represent the best estimate of actual projected demands. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences, etc. The minimum and maximum quantity pricing ranges are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations as defined in FAR 52.216-19 "Order Limitations". There are no guaranteed minimum quantities. The stated minimum order quantities are not guaranteed buy quantities, and an award under this solicitation in no way obligates the Government to order the stated minimums.

5. The proposed unit prices for all quantities shall be marked on the Price Evaluation Spreadsheet at Attachment 002. Proposals failing to offer prices for all three ordering periods (labeled "Pricing Period" on spreadsheet) will not be considered. Proposals offering prices for quantities other than those solicited will not be considered.

6. All delivery orders will be issued UNILATERALLY by the Government with firm delivery dates at the unit price corresponding to the ordering period. The delivery date for all CLINs on all delivery orders will be 120 days after date of award.

7. Offerors are required to submit prices for production deliveries based on F.O.B. Destination. The shipping destinations will be either New Cumberland Army Depot in New Cumberland, PA, or San Joaquin Army Deopt in Tracy, CA. Specific address and shipping instructions will be found in the Section B of the delivery orders.

8. The Government is only liable to buy the quantities ordered under signed delivery orders and will not be held liable for the Contractor's decision to build quantities ahead of the schedule.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 6 of 36**

**PIIN/SIIN** DAAE20-03-R-0118

**MOD/AMD**

**Name of Offeror or Contractor:**

9. Only Contracting Officers of the following activity are authorized to issue orders under this requirements contract:

Tank Automotive and Armaments Command - Rock Island (TACOM-RI)  
AMSTA-LC-CFA  
Rock Island IL 61299-7630

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

NOTE: QUALITY STANDARDS MIL-I-45208 AND MIL-I-9858 ARE CANCELLED DOCUMENTS. FOR THIS SOLICITATION, YOUR BUSINESS MUST (AT LEAST) BE IN COMPLIANCE WITH QUALITY MANAGEMENT SYSTEM ISO 9003 (UNTAILORED). SEE SECTION E CLAUSE ES6002.

THE CERTIFICATION CLAUSES IN SECTION K MUST BE COMPLETED AND INCLUDED WITH YOUR QUOTE.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

CAGE/FSCM: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DUNS: \_\_\_\_\_

TAXPAYER IDENTIFICATION CODE: \_\_\_\_\_

IT IS REQUESTED THAT YOUR QUOTE REMAIN VALID FOR 90 DAYS.

IF YOU INTEND TO FAX YOUR OFFER (309-782-2047) DO NOT FAX THE ENTIRE SOLICITATION; FAX ONLY THE PAGES YOU HAVE ENTERED INFORMATION ON.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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>PRODUCTION QUANTITY</u></p> <p>NSN: 5310-01-293-5696                      NOUN: WASHER, FLAT                      FSCM: 19200                      PART NR: 12909086                      SECURITY CLASS: Unclassified</p> <p>****ATTENTION****</p> <p>CLIN 0001 WILL BE AWARDED IN ACCORDANCE WITH FAR 16.503 - REQUIREMENTS CONTRACTS, AND CLAUSE IF6031 (FAR 52.216-21 - REQUIREMENTS). THE EFFECTIVE PERIOD IS FROM THE DATE OF BASIC AWARD TO 30 JUNE 2004 WITH THE OPTION TO EXTEND THE TERM OF THE CONTRACT FOR UP TO TWO ADDITIONAL YEARS PER FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT.</p> <p>PRICING FOR ALL CLINS SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 002, WHERE THE ESTIMATED BUY QUANTITIES WITH WEIGHTED RANGES ARE SPECIFIED. <u>DO NOT PUT PRICES IN THIS SCHEDULE B.</u> SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D CLAUSE DS6413                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY DATE FOR ALL DELIVERY ORDERS WILL BE 120 DAYS AFTER AWARD.</p> <p>SHIPPING DESTINATIONS:</p> <p>XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW COMBERLAND PA 17070-5001</p> <p>XU DEF DIST DEPOT SAN JOAQUIN</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>25600 S CHRISMAN ROAD                      REC WHSE 10 PH 209-839-4307                      TRACY CA 95376-5000</p> <p>SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY                      STATED IN THE INDIVIDUAL DELIVERY ORDERS.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5365-01-293-5698                      NOUN: SPACER, PLATE                      FSCM: 19200                      PART NR: 12909087                      SECURITY CLASS: Unclassified</p> <p>****ATTENTION****</p> <p>CLIN 0002 WILL BE AWARDED IN ACCORDANCE WITH                      FAR 16.503 - REQUIREMENTS CONTRACTS, AND CLAUSE                      IF6031 (FAR 52.216-21 - REQUIREMENTS). THE                      EFFECTIVE PERIOD IS FROM THE DATE OF BASIC AWARD                      TO 30 JUNE 2004 WITH THE OPTION TO EXTEND THE TERM                      OF THE CONTRACT FOR UP TO TWO ADDITIONAL YEARS PER                      FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE                      CONTRACT.</p> <p>PRICING FOR ALL CLINS SHALL BE RECORDED ON THE                      PRICE EVALUATION SPREADSHEET AT ATTACHMENT 002,                      WHERE THE ESTIMATED BUY QUANTITIES WITH WEIGHTED                      RANGES ARE SPECIFIED. <u>DO NOT PUT PRICES IN THIS                      SCHEDULE B.</u> SEE ALSO SECTIONS L AND M FOR                      ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D CLAUSE DS6413                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY DATE FOR ALL DELIVERY ORDERS WILL BE                      120 DAYS AFTER AWARD.</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SHIPPING DESTINATIONS:</p> <p>XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW COMBERLAND PA 17070-5001</p> <p>XU DEF DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WHSE 10 PH 209-839-4307                      TRACY CA 95376-5000</p> <p>SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY                      STATED IN THE INDIVIDUAL DELIVERY ORDERS.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5365-01-370-4858                      NOUN: SHIM                      FSCM: 19200                      PART NR: 12009359                      SECURITY CLASS: Unclassified</p> <p>****ATTENTION****</p> <p>CLIN 0003 WILL BE AWARDED IN ACCORDANCE WITH                      FAR 16.503 - REQUIREMENTS CONTRACTS, AND CLAUSE                      IF6031 (FAR 52.216-21 - REQUIREMENTS). THE                      EFFECTIVE PERIOD IS FROM THE DATE OF BASIC AWARD                      TO 30 JUNE 2004 WITH THE OPTION TO EXTEND THE TERM                      OF THE CONTRACT FOR UP TO TWO ADDITIONAL YEARS PER                      FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE                      CONTRACT.</p> <p>PRICING FOR ALL CLINS SHALL BE RECORDED ON THE                      PRICE EVALUATION SPREADSHEET AT ATTACHMENT 002,                      WHERE THE ESTIMATED BUY QUANTITIES WITH WEIGHTED                      RANGES ARE SPECIFIED. <u>DO NOT PUT PRICES IN THIS                      SCHEDULE B.</u> SEE ALSO SECTIONS L AND M FOR                      ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D CLAUSE DS6413                      LEVEL PRESERVATION: Commercial</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-R-0118 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY DATE FOR ALL DELIVERY ORDERS WILL BE 120 DAYS AFTER AWARD.</p> <p>SHIPPING DESTINATIONS:</p> <p>XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW COMBERLAND PA 17070-5001</p> <p>XU DEF DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WHSE 10 PH 209-839-4307                      TRACY CA 95376-5000</p> <p>SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY STATED IN THE INDIVIDUAL DELIVERY ORDERS.</p> <p>(End of narrative F001)</p>				
0004	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 9535-01-385-6694                      NOUN: SHIM STOCK, LAMINATED                      FSCM: 19200                      PART NR: 12909210                      SECURITY CLASS: Unclassified</p> <p>****ATTENTION****</p> <p>CLIN 0004 WILL BE AWARDED IN ACCORDANCE WITH FAR 16.503 - REQUIREMENTS CONTRACTS, AND CLAUSE IF6031 (FAR 52.216-21 - REQUIREMENTS). THE EFFECTIVE PERIOD IS FROM THE DATE OF BASIC AWARD TO 30 JUNE 2004 WITH THE OPTION TO EXTEND THE TERM OF THE CONTRACT FOR UP TO TWO ADDITIONAL YEARS PER FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT.</p> <p>PRICING FOR ALL CLINS SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 002, WHERE THE ESTIMATED BUY QUANTITIES WITH WEIGHTED RANGES ARE SPECIFIED. <u>DO NOT PUT PRICES IN THIS SCHEDULE B.</u> SEE ALSO SECTIONS L AMD M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D CLAUSE DS6413                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY DATE FOR ALL DELIVERY ORDERS WILL BE                      120 DAYS AFTER AWARD.</p> <p>SHIPPING DESTINATIONS:</p> <p>XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW COMBERLAND PA 17070-5001</p> <p>XU DEF DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WHSE 10 PH 209-839-4307                      TRACY CA 95376-5000</p> <p>SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY                      STATED IN THE INDIVIDUAL DELIVERY ORDERS.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5310-01-044-9561                      NOUN: WASHER, SPRING T                      FSCM: 19204                      PART NR: 12007657                      SECURITY CLASS: Unclassified</p> <p>****ATTENTION****</p> <p>CLIN 0005 WILL BE AWARDED IN ACCORDANCE WITH                      FAR 16.503 - REQUIREMENTS CONTRACTS, AND CLAUSE                      IF6031 (FAR 52.216-21 - REQUIREMENTS). THE                      EFFECTIVE PERIOD IS FROM THE DATE OF BASIC AWARD                      TO 30 JUNE 2004 WITH THE OPTION TO EXTEND THE TERM</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OF THE CONTRACT FOR UP TO TWO ADDITIONAL YEARS PER FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT.</p> <p>PRICING FOR ALL CLINS SHALL BE RECORDED ON THE PRICE EVALUATION SPREADSHEET AT ATTACHMENT 002, WHERE THE ESTIMATED BUY QUANTITIES WITH WEIGHTED RANGES ARE SPECIFIED. <u>DO NOT PUT PRICES IN THIS SCHEDULE B.</u> SEE ALSO SECTIONS L AMD M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D CLAUSE DS6413                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY DATE FOR ALL DELIVERY ORDERS WILL BE 120 DAYS AFTER AWARD.</p> <p>SHIPPING DESTINATIONS:</p> <p>XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW COMBERLAND PA 17070-5001</p> <p>XU DEF DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WHSE 10 PH 209-839-4307                      TRACY CA 95376-5000</p> <p>SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY STATED IN THE INDIVIDUAL DELIVERY ORDERS.</p> <p>(End of narrative F001)</p>				

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 13 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

APPLICABLE TO CLIN 0001

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12909086 with revisions in effect as of 2/13/03 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

ALL PRODUCT DRAWINGS WITHOUT DISTRIBUTION, ADD: DISTRIBUTION STATEMENT A. APPROVE FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

ALL PACKAGING AND ASSOCIATED DOCUMENTS WITH DISTRIBUTION, ADD: DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

APPLICABLE TO CLIN 0002

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12909087 with revisions in effect as of 02/14/03 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

ALL PRODUCT DRAWINGS WITHOUT DISTRIBUTION, ADD: DISTRIBUTION STATEMENT A. APPROVE FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

ALL PACKAGING AND ASSOCIATED DOCUMENTS WITH DISTRIBUTION, ADD: DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

APPLICABLE TO CLIN 0003

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12009359 with revisions in effect as of 02/14/03 (except as follows):

NO ENGINEERING EXCEPTIONS.

APPLICABLE TO CLIN 0004

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) 12909210 with revisions in effect as of 2/13/03 (except as follows):

NO ENGINEERING EXCEPTIONS

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

Page 14 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**APPLICABLE TO CLIN 0005

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) 12007657 with revisions in effect as of 2/12/03 (except as follows):

NO ENGINEERING EXCEPTIONS

(CS6100)

C-2            52.211-4505            AVAILABLE TECHNICAL DATA PACKAGE (TDP)            APR/2000  
                  TACOM RI

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: [http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

C-3            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION            JUL/2001  
                  TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPS from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPS, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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

Page 15 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

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

APPLICABLE TO ALL CLINS

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

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH 3

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

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

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

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

(2) Unit package:

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

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

(3) Intermediate Package:

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

(4) Packing:

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-R-0118 <b>MOD/AMD</b>	<b>Page 16 of 36</b>
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**Name of Offeror or Contractor:**

pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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

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

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

g. SUPPLEMENTAL INSTRUCTIONS: SPECIAL PACKAGING INSTRUCTIONS DO NOT APPLY FOR THIS PROCUREMENT, HOWEVER THEY MAY BE USED FOR GUIDANCE.

(End of clause)

(DS6413)

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

Page 17 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	<u>TITLE</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TAILORING</u>
( )	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	EXCLUDE PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2
( )	QUALITY SYSTEMS - MODEL FOR QA	ISO 9003	18 JUL 1994	UNTAILORED

(End of clause)

(EF6002)

E-4	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

**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	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 19 of 36**

**PIIN/SIIN** DAAE20-03-R-0118

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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

Page 20 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**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	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
H-2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is [frasern@ria.army.mil](mailto:frasern@ria.army.mil). The data fax number for submission is 309-782-1961, ATTN: Nancy Fraser-.

(End of Clause)

(HS6510)

H-3	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg	
	(1)	(2)	(3)	Company (4)	Address (4)	Part No. (5)	(6)
_____	_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-03-R-0118

**MOD/AMD**

**Name of Offeror or Contractor:**

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

**NOTE:**

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-4

52.247-4545  
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

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

Shipped From:

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

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

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

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

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

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

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

(End of Clause)

(HS7600)

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

Page 22 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**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	AUG/2000
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	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-5	52.222-3	CONVICT LABOR	AUG/1996
I-6	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-7	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-8	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-9	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-10	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-11	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-12	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-13	52.232-1	PAYMENTS	APR/1984
I-14	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-15	52.232-11	EXTRAS	APR/1984
I-16	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-17	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-18	52.232-25	PROMPT PAYMENT	FEB/2002
I-19	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-20	52.233-1	DISPUTES	JUL/2002
I-21	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-22	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-23	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR/2003
I-24	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-25	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-26	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-27	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-28	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-29	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-30	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-31	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-32	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-33	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-34	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-35	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-36	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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 23 of 36</b>
	PIIN/SIIN DAAE20-03-R-0118	MOD/AMD

**Name of Offeror or Contractor:**

by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award of the contract. Each extended period of performance shall be for 365 additional days.

(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

(IP6155)

I-37            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity for that particular item listed on the Price Evaluation Spreadsheet at Attachment 002, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum quantity for that particular item listed on the Price Evaluation Spreadsheet at Attachment 002;

(2) Any order for a combination of items in excess of \_\_\_N/A\_\_\_; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of Clause)

(IP6029)

I-38            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

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

Page 24 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 the 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 the last scheduled delivery date under any open delivery orders.

(End of clause)

(IF6031)

I-39 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days after Ordering Period 1 begins for option year 2 and 365 days after award of the option year for each subsequent year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of Clause)

(IF6071)

I-40 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT JUL/1995

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-41 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

Page 25 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**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-42 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

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

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-43 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

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

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

(End of Clause)

(IF7220)

I-44 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)

**Name of Offeror or Contractor:**

I-45            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            FEB/2003  
DFARS

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

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

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

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

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

(End of Clause)

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

Page 27 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)		002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	PRICE EVALUATION SPREADSHEET		002	
Attachment 003	5 TECHNICAL DATA PACKAGES (TDP) APPLICABLE TO CLINS 0001 THRU 0005 - AVAILABLE ON THE WEB			

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

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

(End of Clause)

(JS7001)

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

Page 28 of 36

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(KA7001)

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

K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332710.

(2) The small business size standard is 500.

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

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

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

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

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

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

a veteran-owned small business concern.

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

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

a service-disabled veteran-owned small business concern.

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

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

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

(ii) it  
\_\_\_\_ is  
\_\_\_\_ is not

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

(c) Definitions. As used in this provision -

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

(1) Means a small business concern -

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

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

(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



**Name of Offeror or Contractor:**

(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-5            52.215-6            PLACE OF PERFORMANCE            OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- ( ) intends,
  - ( ) does not intend
  - (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, State, County, Zip  
Code)

Name and Address of Owner and  
Operator of the Plant or Facility if  
Other Than Offeror or Respondent

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(End of Provision)

(KF7023)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 32 of 36**

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

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)

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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-R-0118	<b>MOD/AMD</b>	<b>Page 33 of 36</b>
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**Name of Offeror or Contractor:**

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	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-3	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a one-year firm fixed price requirements contract with two option years resulting from this solicitation.

(End of Provision)

(LP6008)

L-4	52.233-2	SERVICE OF PROTEST	AUG/1996
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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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Barry Hartleben, TACOM-RI, AMSTA-LC-CFAA, Rock Island IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

(End of Provision)

(LP6255)

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)

(LP7015)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 34 of 36</b>
	PIIN/SIIN DAAE20-03-R-0118	MOD/AMD

**Name of Offeror or Contractor:**

L-6            52.215-4510            ELECTRONIC BIDS/OFFERS            NOV/2001  
TACOM-RI

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

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

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

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

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

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[https://aais.ria.army.mil/aais/Padds\\_web/index.html](https://aais.ria.army.mil/aais/Padds_web/index.html)>."

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

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

(End of Provision)

(LS7011)

L-7            52.215-4511            ELECTRONIC AWARD NOTICE            FEB/2002  
TACOM RI

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 35 of 36**

PIIN/SIIN DAAE20-03-R-0118

MOD/AMD

**Name of Offeror or Contractor:**

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

Vendor's Electronic Mail Address:

(End of provision)

(LS7013)

**PRICING**

1. The offeror will enter unit prices for each pricing period for all quantities for all CLINs on the Price Evaluation Spreadsheet. 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 L 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-R-0118 <b>MOD/AMD</b>	<b>Page 36 of 36</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

(MA7001)

PRICING

1. The Government will evaluate offers based on prices proposed for all CLINS for all pricing periods and any other price related factors required by the solicitation.

a. For purposes of evaluating CLINs 0001 through 0005, the proposed unit prices for each order quantity range will be multiplied by the weight and maximum order quantity of the range to determine a weighted price for each pricing period. The evaluated CLIN price is the sum of the weighted prices for all pricing period.

b. A total evaluated price will be determined by adding the evaluated CLIN prices and any other price related evaluation factors required by the solicitation.

2. If an offeror takes exception to any of the CLINs or fails to propose for all quantities or pricing periods, the Government may reject that offer as unacceptable.

\*\*\* END OF NARRATIVE M 001 \*\*\*