

|                                    |                             |   |   |                |
|------------------------------------|-----------------------------|---|---|----------------|
| 1. Request No.<br>DAAE20-03-T-0236 | 2. Date Issued<br>2003APR21 | 3. Requisition/Purchase Request No.<br>See Schedule | 4. Cert For Nat Def. Under BDSA<br>Reg. 2 and/or DMS Reg. 1 | Rating<br>DOA5 |
|------------------------------------|-----------------------------|---|---|----------------|

|   |   |
|---|---|
| 5A. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-B<br>ROCK ISLAND IL 61299-7630   | 6. Deliver by (Date)<br>See Schedule  |
| 5B. For Information Call: (Name and telephone no.) (No collect calls)<br>PHYLLIS LINGAFELTER (309) 782-3625<br>EMAIL: LINGAFELTERP@RIA.ARMY.MIL | 7. Delivery<br><input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other |

|   |  |
|---|--|
| 8. To: Name and Address, Including Zip Code | 9. Destination (Consignee and address, including Zip Code)<br><br>See Schedule |
|---|--|

|  |  |
|--|--|
| 10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)<br>2003MAY19 | <b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b> |
|--|--|

**11. Schedule (Include applicable Federal, State, and local taxes)**

| Item Number (a) | Supplies/Services (b) | Quantity (c) | Unit (d) | Unit Price (e) | Amount (f) |
|-----------------|-----------------------|--------------|----------|----------------|------------|
|                 | (See Schedule)        |              |          |                |            |

|                                 |                       |                       |                       |                  |            |
|---------------------------------|-----------------------|-----------------------|-----------------------|------------------|------------|
| 12. Discount For Prompt Payment | a. 10 Calendar Days % | b. 20 Calendar Days % | c. 30 Calendar Days % | d. Calendar Days |            |
|                                 |                       |                       |                       | Number           | Percentage |

**NOTE: Additional provisions and representations  are  are not attached.**

|   |  |                       |
|---|--|-----------------------|
| 13. Name and Address of Quoter (Street, City, County, State and Zip Code) | 14. Signature of Person Authorized to Sign Quotation | 15. Date of Quotation |
| <b>16. Signer</b>   |  |                       |
| a. Name (Type or Print)   | b. Telephone<br>Area Code                            |                       |
| c. Title (Type or Print)  | Number   |                       |

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

Page 2 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

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

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

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

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

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

(AA7020)

|   |   |          |
|---|---|----------|
| 2 | 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | APR/2002 |
|---|---|----------|

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)

**Name of Offeror or Contractor:** \_\_\_\_\_

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

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

(END OF CLAUSE)

(AS7003)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(AS7008)

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:**

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)

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)

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 33

PIIN/SIIN DAAE20-03-T-0236

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)

THIS SOLICITATION INCLUDES THE OPTION PROVISION AT SECTION I (CLAUSE #IF6080), FAR 52.217-6, "EVALUATED OPTION FOR INCREASED QUANTITY."

OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE. PAST PERFORMANCE IS CONSIDERED MORE IMPORTANT THAN PRICE. (SEE SECTIONS L AND M).

REQUEST YOUR QUOTE REMAIN VALID FOR NINETY (90) DAYS.

AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

PLEASE NOTE: HEAVY PHOSPHATE COATING IS REQUIRED IN ACCORDANCE WITH MIL-DTL-16232.

PLEASE NOTE: AN INITIAL PRODUCTION INSPECTION (IPI) MAY BE REQUIRED BEFORE DELIVERY OF SUPPLIES. SEE NARRATIVE CONTAINED IN SECTION E.

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

Name of Offeror or Contractor:

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY                | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
|-------------------|--|-------------------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|--|--|--|-----|-----|------|--|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|--|--|--|-----|----|------|--|--|--|-----|----|----------|----------|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 1005-01-170-1982<br>FSCM: 19200<br>PART NR: 12524089<br>SECURITY CLASS: Unclassified   |                         |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| 0001AA            | <p><u>PRODUCTION QUANTITY</u></p> <p>167</p> <p>NOUN: SEAR<br/>                     PRON: M131V303M1 PRON AMD: 02<br/>                     AMS CD: 070011H8GUN</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H093077A614</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>100</td> <td>0152</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (W25G1U) XU TRANSPORTATION OFFICER<br/>                     DDSP NEW CUMBERLAND FACILITY<br/>                     BUILDING MISSION DOOR 113 134<br/>                     NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H093077A615</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>67</td> <td>0152</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br/>                     25600 S CHRISMAN ROAD<br/>                     REC WHSE 10 PH 209 839 4307<br/>                     TRACY CA 95376-5000</p> | <u>REL CD</u>           | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H093077A614 | W25G1U | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  |  | 001 | 100 | 0152 |  |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W52H093077A615 | W62G2T | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  |  | 001 | 67 | 0152 |  |  |  | 167 | EA | \$ _____ | \$ _____ |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>             | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| 001               | W52H093077A614   | W25G1U                  | J               |                 | 1             |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DAYS AFTER AWARD</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| 001               | 100  | 0152                    |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>             | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| 002               | W52H093077A615   | W62G2T                  | J               |                 | 1             |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DAYS AFTER AWARD</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |
| 001               | 67   | 0152                    |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |    |      |  |  |  |     |    |          |          |

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 7 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988  
TACOM-RI

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 12524089 with revisions in effect as of 16OCT2002 (except as follows):

THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

ADD DISTRIBUTION STATEMENT "A" TO PRODUCT DRAWINGS  
DRAWING 12524610 CHANGE SPEC MIL-S-7947 TO SAE AMS 5121  
DRAWING 12524090 CHANGE SPEC MIL-S-8844 TO AMS 6414

|              | DELETE           | REPLACE WITH  |
|--------------|------------------|---|
| QAR 12524089 | MIL-STD-105      | MIL-STD-1916  |
|              | MIL-STD-105 AQLS | MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS |
| QAR 12524090 | "                | "   |
| QAR 12524092 | "                | "   |
| QAR 12524610 | "                | "   |
| QAR 12524618 | "                | "   |
| QAR 12524619 | "                | "   |

QAR 12524092 ADD DISTRIBUTION STATEMENT "C"  
QAR 12524610 "  
QAR 12524618 "  
DWG 12524676 "

DWG 12524558 CHANGE DISTRIBUTION STATEMENT "A" TO "C"

(CS6100)

9 52.210-4501 PHOSPHATE COATING REQUIREMENT MAR/2002  
TACOM-RI

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSCB/PHYLLIS LINGAFELTER, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 8 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:**

(End of clause)

(CS6510)

10            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)

PACKAGING AND MARKING

11            52.211-4503            PACKAGING REQUIREMENTS (COMMERCIAL)            FEB/2000  
TACOM-RI

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

b. The following Packaging requirements shall apply:

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

(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 of 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.

**Name of Offeror or Contractor:**

## (2) Unit package:

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

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

## (3) Intermediate Package:

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

## (4) Packing:

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

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

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a 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 15MAY97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

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

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

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

## 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

**Name of Offeror or Contractor:**

these addresses:

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

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

(EA7001)

|    |           |   |          |
|----|-----------|---|----------|
| 12 | 52.246-2  | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996 |
| 13 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES               | APR/1984 |
| 14 | 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.)

|     | Title                                     | Number        | Date      | Tailoring        |
|-----|---|---------------|-----------|------------------|
| ( ) | QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS | ISO 9001:2000 | 13DEC2000 | EXCLUDE PARA 7.3 |
| ( ) | QUALITY SYSTEMS - MODEL FOR QA            | ISO 9002      | 18JUL1994 | UNTAILORED       |

(End of clause)

(EF6002)

|    |                         |   |          |
|----|-------------------------|---|----------|
| 15 | 52.246-4528<br>TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|----|-------------------------|---|----------|

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

**Name of Offeror or Contractor:**

16 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

INITIAL PRODUCT INSPECTION (IPI)

AN IPI SHALL BE PERFORMED CONSISTING OF, "FIRST PIECE INSPECTION", OF THREE (3) UNITS TAKEN FROM THE INITIAL PRODUCTION LOT. NOTIFY THE ARDEC POC AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE START OF THE IPI (ARDEC REPRESENTATIVE MAY WITNESS THE IPI). AN INSPECTION OF ALL DIMENSIONS MUST BE ACCOMPLISHED AND DOCUMENTED WITH ACTUAL MEASUREMENT (CHECK MARK WILL NOT BE ACCEPTED UNLESS A CALIBRATED GAGE IS USED, AND THE CHECK MARK INDICATES COMPLIANCE WITH THIS MEASUREMENT. IF MEASUREMENTS ARE MADE IN INCHES IN-LIEU OF MILLIMETERS (MM), THE CONTRACTOR SHALL DOCUMENT BOTH INCHES AND MM TO ASSURE CALCULATIONS ARE CORRECT. DCMA-QAR SHALL VERIFY THIS CONVERSION AS PART OF THE IPI. ALL REQUIRED CERTIFICATIONS SHALL BE OBTAINED WHICH VERIFY COMPLIANCE TO THE REQUIREMENTS. ALL REQUIRED CERTIFICATIONS SHALL BE OBTAINED WHICH VERIFY COMPLIANCE TO THE REQUIREMENTS. ALL REQUIRED TESTING MUST BE PERFORMED. REVIEW AND APPROVAL OF THE REQUIRED DATA MUST BE COORDINATED WITH THE ON-SITE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR). A LETTER/EMAIL WILL THEN BE FORWARDED TO THE ARDEC POC, MS. MARLYS KLINDT (KLINDTM@RIA.ARMY.MIL), ARDEC, ATTN: AMSTA-AR-QAW-C (R)/MS MARLYS KLINDT, ROCK ISLAND, IL 61299, WITH A COPY FURNISHED TO THE TACOM-RI PCO, WITH A CONCURRENCE LINE FOR THE DCMC QAR ONCE THE IPI HAS SATISFACTORILY BEEN COMPLETED. THIS LETTER/EMAIL WILL ALSO IDENTIFY SERIAL NUMBERS OF THE PARTS INSPECTED, IF SERIAL NUMBERS ARE APPLICABLE. MS. MARLYS KLINDT SHALL BE NOTIFIED IMMEDIATELY SHOULD THE CONTRACTOR MAKE ANY PRODUCTION PROCESS CHANGES INCLUDING VENDOR/SUPPLIER CHANGES AFTER THE INITIAL IPI. AN ADDITIONAL IPI SHALL BE PERFORMED WHENEVER A CHANGE IS MADE TO THE PRODUCTION PROCESS THAT MAY AFFECT QUALITY SUCH AS: TOOLING CHANGE, ECP OR NEW VENDOR PART IS UTILIZED. IPI'S FOR ADDITIONAL PRODUCTION PROCESS CHANGES SHALL IDENTIFY BY SERIAL NUMBER WHEN THE NEW PROCESS WILL BE CUT INTO PRODUCTION UNITS. THE APPROVAL PROCESS FOR ADDITIONAL IPI'S SHALL BE THE SAME AS APPROVAL FOR THE INITIAL IPI. PLEASE NOTIFY THE PCO AT LEAST FIVE WORKING DAYS PRIOR TO COMMENCEMENT OF THE IPI TO PERMIT THE QA POC TO PARTICIPATE, IF AVAILABLE.

\*\*\* END OF NARRATIVE E 001 \*\*\*

THIS SOLICITATION CONTAINS A REQUIREMENT FOR HEAVY PHOSPHATE COATING IN ACCORDANCE WITH MIL-DTL-16232, FINISH SERIES 5.3 OF MIL-STD 171 AND MUST BE APPROVED BY TACOM-RI PRIOR TO INITIAL PRODUCT INSPECTION AND DELIVERY.

\*\*\* END OF NARRATIVE E 002 \*\*\*

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

Page 12 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## 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)

|    |           |   |          |
|----|-----------|---|----------|
| 17 | 52.242-15 | STOP-WORK ORDER                           | AUG/1989 |
| 18 | 52.242-17 | GOVERNMENT DELAY OF WORK                  | APR/1984 |
| 19 | 52.247-34 | F.O.B. DESTINATION                        | NOV/1991 |
| 20 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| 21 | 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)

|    |                         |                                  |          |
|----|-------------------------|----------------------------------|----------|
| 22 | 52.247-4531<br>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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 13 of 33**

**PIIN/SIIN** DAAE20-03-T-0236

**MOD/AMD**

**Name of Offeror or Contractor:**

CONTRACT ADMINISTRATION DATA

23

52.232-4503  
TACOM-RI

CONTRACTOR'S REMITTANCE ADDRESS

AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-03-T-0236

**MOD/AMD**

**Name of Offeror or Contractor:**

- (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.
- (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)

|    |             |  |          |
|----|-------------|--|----------|
| 29 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|    | TACOM-RI    |  |          |

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

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

(End of Clause)

(HS7600)

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

Page 16 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## 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)

|    |                       |  |          |
|----|-----------------------|--|----------|
| 30 | 52.202-1              | DEFINITIONS  | DEC/2001 |
| 31 | 52.204-4              | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000 |
| 32 | 52.211-5              | MATERIAL REQUIREMENTS  | AUG/2000 |
| 33 | 52.211-15             | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| 34 | 52.219-6              | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUL/1996 |
| 35 | 52.219-14             | LIMITATIONS ON SUBCONTRACTING  | DEC/1996 |
| 36 | 52.222-19             | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES  | SEP/2002 |
| 37 | 52.222-21             | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999 |
| 38 | 52.222-26             | EQUAL OPPORTUNITY  | APR/2002 |
| 39 | 52.222-35             | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS              | DEC/2001 |
| 40 | 52.222-36             | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998 |
| 41 | 52.222-37             | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS              | DEC/2001 |
| 42 | 52.223-6              | DRUG-FREE WORKPLACE  | MAY/2001 |
| 43 | 52.225-13             | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUL/2000 |
| 44 | 52.232-1              | PAYMENTS   | APR/1984 |
| 45 | 52.232-8              | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002 |
| 46 | 52.232-11             | EXTRAS   | APR/1984 |
| 47 | 52.232-18             | AVAILABILITY OF FUNDS  | APR/1984 |
| 48 | 52.232-25             | PROMPT PAYMENT   | FEB/2002 |
| 49 | 52.232-33             | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION   | MAY/1999 |
| 50 | 52.233-1              | DISPUTES   | JUL/2002 |
| 51 | 52.233-3              | PROTEST AFTER AWARD  | AUG/1996 |
| 52 | 52.243-1              | CHANGES - FIXED PRICE  | AUG/1987 |
| 53 | 52.246-1              | CONTRACTOR INSPECTION REQUIREMENTS   | APR/1984 |
| 54 | 52.247-63             | PREFERENCE FOR U.S. - FLAG AIR CARRIERS  | JAN/1997 |
| 55 | 52.248-1              | VALUE ENGINEERING  | FEB/2000 |
| 56 | 52.249-1              | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)   | APR/1984 |
| 57 | 52.249-8              | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984 |
| 58 | 52.253-1              | COMPUTER GENERATED FORMS   | JAN/1991 |
| 59 | 252.203-7001<br>DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                   | MAR/1999 |
| 60 | 252.204-7003<br>DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| 61 | 252.204-7004<br>DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | NOV/2001 |
| 62 | 252.209-7000<br>DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| 63 | 252.225-7001<br>DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM   | APR/2003 |
| 64 | 252.225-7002<br>DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | APR/2003 |
| 65 | 252.225-7012<br>DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | FEB/2003 |
| 66 | 252.225-7014<br>DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I   | APR/2003 |
| 67 | 252.225-7025<br>DFARS | RESTRICTION ON ACQUISITION OF FORGINGS   | APR/2003 |



|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 18 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236                       | MOD/AMD              |

**Name of Offeror or Contractor:**

CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

75            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

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

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

(End of Clause)

(IF7003)

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

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

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

(End of clause)

(IF7114)

77            52.227-1            AUTHORIZATION AND CONSENT            JUL/1995

**Name of Offeror or Contractor:**

(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)

78 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

**Name of Offeror or Contractor:**

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

79 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)

80 252.211-7005 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.dcm.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 21 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236                       | MOD/AMD              |

**Name of Offeror or Contractor:** \_\_\_\_\_

(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 22 of 33**

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---|-------------|----------------------------------|-----------------------|
| Exhibit A                        | CONTRACT DATA REQUIREMENTS LIST (DDFORM 1423/CDRL)                | 03-APR-2003 | 003                              |                       |
| Attachment 001                   | DOCUMENT SUMMARY LIST   |             | 002                              |                       |
| Attachment 002                   | GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST<br>(CDRL) |             | 002                              |                       |
| Attachment 003                   | INSTRUCTIONS ON COMPLETING DD FORM 1423 (CDRL)                    |             | 001                              |                       |

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

Page 23 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

## 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)

81 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

82 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.

(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.

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

Page 24 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 25 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236                       | MOD/AMD              |

**Name of Offeror or Contractor:**

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

83            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

(End of Provision)

(KF7005)

84            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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-03-T-0236

**MOD/AMD**

**Name of Offeror or Contractor:**

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:

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

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

(End of provision)

(KF7044)

85

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<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
|-------------|-----------------|----------------------------|--------------|

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

Page 27 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**  

---

---

---

---

---

(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)

86 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)

87 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)

**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)

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

Page 28 of 33

PIIN/SIIN DAAE20-03-T-0236

MOD/AMD

**Name of Offeror or Contractor:**

88 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE AUG/1999  
DFARS

89 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-A5 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)

90 52.216-1 TYPE OF CONTRACT APR/1984

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

(End of Provision)

(LF6008)

91 52.233-2 SERVICE OF PROTEST AUG/1996

(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 THE CONTRACTING OFFICER, AMSTA-LC-CSCB. 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)

(LF6255)

92 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of Provision)

(LF7015)

93 52.215-4502 PARTNERING PROCESS APR/1999  
TACOM-RI

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The

**Name of Offeror or Contractor:**

primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

94 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.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 30 of 33</b> |
|                           | PIIN/SIIN DAAE20-03-T-0236                       | MOD/AMD              |

**Name of Offeror or Contractor:**

(End of Provision)

(LS7011)

95            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.

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)

THE GOVERNMENT INTENDS TO EVALUATE PRICE AND PAST PERFORMANCE FOR THIS AWARD. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS SOURCES SUCH AS A CONTRACTING OFFICER'S KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC.

\*\*\* END OF NARRATIVE L 001 \*\*\*

**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)

96            52.217-5            EVALUATION OF OPTIONS            JUL/1990

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

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

**Name of Offeror or Contractor:**

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

(End of Provision)

(MF7009)

97            52.215-4507            EVALUATION OF OFFERS            MAR/1988  
TACOM-RI

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)

98            52.245-4519            EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND            FEB/1996  
TACOM-RI            RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_

**Name of Offeror or Contractor:**

\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

## SECTION M - EVALUATION FACTORS FOR AWARD

AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE OFFEROR.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING AGENCY EXPERIENCE WITH THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION.

THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 33 of 33****PIIN/SIIN** DAAE20-03-T-0236**MOD/AMD**

---

**Name of Offeror or Contractor:**

---

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