

2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number DAAE20-03-T-0318	6. Solicitation Issue Date 2003JUN26
7. For Solicitation Information Call:	A. Name TERESA STOTTEMYRE		B. Telephone Number (No Collect Calls) (309) 782-4626	8. Offer Due Date/Local Time 2003JUL24

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

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

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

<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer	18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum
--	---

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data	26. Total Award Amount (For Govt. Use Only)
---------------------------------------	---

<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.	<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda	<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.

28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.	29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:
--	--

30a. Signature Of Offeror/Contractor	31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Contracting Officer (Type Or Print)	31c. Date Signed

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

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Best Commercial Packaging is required.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	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)

2	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

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:

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

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MOD/AMD

**Name of Offeror or Contractor:**

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)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM  
TACOM-RI

JUN/1998

(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)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-T-0318 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-412-6608 FSCM: OFL29 PART NR: TA01NSN SECURITY CLASS: Unclassified																									
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: TA01NSN 4 X 32 ACOG SIGHT PRON: U13A0B46M1 PRON AMD: 01 CUSTOMER ORDER NO: FD20600340753M  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <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>FD206030378012</td> <td>SW3120</td> <td>J</td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>500</td> <td>0090</td> </tr> <tr> <td>002</td> <td>588</td> <td>0120</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>FREIGHT ADDRESS</u> (SW3120) DEF DIST DEPOT ANNISTON TRANS OFFICER 256-235-6031 7 FRANKFORD AVE BLDG 362 ANNISTON AL 36201-4199	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	FD206030378012	SW3120	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	500	0090	002	588	0120	1088	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																					
001	FD206030378012	SW3120	J		3																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																								
001	500	0090																								
002	588	0120																								

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MOD/AMD

**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
6	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 6 of 19</b>
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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

7            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            NOV/2001  
TACOM-RI

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is stottlemeyret@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: Teresa Stottlemeyre.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

8            52.212-4            CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS            FEB/2002

9            52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            JUN/2003  
EXECUTIVE ORDERS - COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii) Alternate I (MAR 1999) of 52.219-5.

\_\_\_\_(iii) Alternate II (JUNE 2003) of 52.219-5.

\_\_\_\_X\_(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_\_(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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**Name of Offeror or Contractor:**

- \_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_X\_(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_\_(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_\_(ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_X\_(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_\_(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_\_(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_\_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- \_\_\_X\_(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_X\_(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_X\_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_X\_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_X\_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_X\_(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_\_(ii) Alternate I (MAY 2002) of 52.225-3.
- \_\_\_\_(iii) Alternate II (MAY 2002) of 52.225-3.
- \_\_\_\_(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_X\_(24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_\_(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_\_(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_\_(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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**Name of Offeror or Contractor:**

\_\_\_X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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

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MOD/AMD

**Name of Offeror or Contractor:**

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

IF6276

10	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2003
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

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

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

X 252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

( Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (Apr 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) ( Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003\_ (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

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- 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- 252.247-7023 Transportation of Supplies by Sea (May 2002) ( Alternate I)(Mar 2000)  
( Alternate II) (Mar 2000)( Alternate III) (May 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).
- 252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

11            52.203-6            RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I            OCT/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100.000.

End of Clause

(IF7209)

12            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)

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS JUN/2003  
(a) Definitions. As used in this provision:

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

"Forced or indentured child labor means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

(1) Not less than 51 percent of which is owned by one or more veterans \_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" 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.

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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.

(3) Taxpayer Identification Number (TIN).

**Name of Offeror or Contractor:**

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;

(4) Type of Organization.

 Sole proprietorship Partnership Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other \_\_\_\_\_

(5) Common Parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

is,

is not

a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it

 is, is not

a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it

 is, is not

a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it

is

is not

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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**Name of Offeror or Contractor:**

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it is is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it is is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either -

- (A)  It  is  is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It  has  has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

Name of Offeror or Contractor:

(iii) Address. The offeror represents that its address

\_\_\_is

\_\_\_is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(i) it

\_\_\_is

\_\_\_is not

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

(ii) it

\_\_\_is

\_\_\_is not

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

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

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

\_\_\_\_\_Black American

\_\_\_\_\_Hispanic American

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

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

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

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

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

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

(i) It

has,

has not,

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

(ii) It

has,

has not,

**Name of Offeror or Contractor:**

filed all required compliance reports.

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

(i) It

has developed and has on file,  
has not developed and does not have on file,

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

(ii) It

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

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

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No. \_\_\_\_\_  
Country of Origin \_\_\_\_\_  
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act".

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act".

NAFTA Country or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

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**Name of Offeror or Contractor:**

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act":

Canadian End Products

Line Item No.: \_\_\_\_\_  
(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Certificate, Alternate II (May2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals -

(1) \_\_\_\_\_ Are,  
\_\_\_\_\_ are not

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

(2) \_\_\_\_\_ Have,  
\_\_\_\_\_ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of

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**Name of Offeror or Contractor:**

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

\_\_\_\_ Are,  
\_\_\_\_ are not

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

(i) Certification Regarding Knowledge or Child Labor for Listed End Products (Executive Order 13126). (The Contracting officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child labor, unless excluded at 22.1503(b).)

Listed End Product

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

Listed Countries Of Origin

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

(2) Certification. (If the Contracting Officer has identified end products and countries or origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

\_\_\_\_(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for the product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(KF7072)

14            252.212-7000            OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS            NOV/1995  
                 DFARS

(a) Definitions\_ As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

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(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

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

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

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

(End of provision)

(KA7002)

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

15	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	OCT/2000
16	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	NOV/2001

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 19 of 19</b>
	PIIN/SIIN DAAE20-03-T-0318	MOD/AMD

**Name of Offeror or Contractor:**

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(End of Provision)

(LS7011)

17            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:

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(End of Provision)

(LS7013)