

| ORDER FOR SUPPLIES OR SERVICES  |   |  |  |   |  | Form Approved                   | Page 1 Of 27   |
|---|---|--|--|---|--|---------------------------------|--|
| 1. Contract/Purch Order No.<br>DAAE20-00-P-0018   |   | 2. Delivery Order No.  |  | 3. Date Of Order<br>1999NOV04   | 4. Requisition/Purch Request No.<br>SEE SCHEDULE   |                                 | 5. Certified for National Defense Under DMS Reg 1 Priority<br>DOA5   |
| 6. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC-C<br>CINDY PETERMAN (309) 782-4634<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: PETERMANC@RIA.ARMY.MIL                                |   |  | Code W52H09  | 7. Administered By (If other than 6)<br>DCMC CHICAGO<br>P O BOX 66911<br>CHICAGO IL 60666-0911                                |  | Code S1403A                     |  |
| 9. Contractor<br>UNITED STANDARD INDUSTRIES INC<br>2062 LEHIGH AVENUE<br>GLENVIEW IL 60025-1619   |   |  | Code 28210   | Facility Code   | 10. Deliver To FOB Point By (Date)<br>SEE SCHEDULE |                                 | 11. Mark If Business Is<br><input checked="" type="checkbox"/> Small<br><input type="checkbox"/> Small Disadvantaged<br><input type="checkbox"/> Woman-Owned |
| TYPE BUSINESS: Other Small Business Performing in U.S.  |   |  |  |   | 12. Discount Terms                                 |                                 |  |
| 14. Ship To<br>SEE SCHEDULE   |   |  | Code   | 15. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381 |  | Code HQ0339                     | Mark All Packages And Papers With Contract Or Order Number   |
|   |   |  |  |   |  |                                 |  |
| 16. T O Y R P D E E R O F   | Delivery  | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |  |   |  |                                 |  |
|   | Purchase  | X  | Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.<br>Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same. |   |  |                                 |  |
| Name Of Contractor  |   | Signature  |  | Typed Name And Title  |  | Date Signed                     |  |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:  |   |  |  |   |  |                                 |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE  |   |  |  |   |  |                                 |  |
| 18. Item No.  | 19. Schedule Of Supplies/Service<br>SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |  |  | 20. Quantity Ordered/ Accepted*   | 21. Unit   | 22. Unit Price                  | 23. Amount   |
| * If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.                 |   |  |  | 24. United States Of America<br>By: CINDY PETERMAN<br>PETERMANC@RIA.ARMY.MIL (309) 782-4634                                   |  | 25. Total<br>29. Differences    | \$6,735.00   |
| 26. Quantity In Column 20 Has Been<br><input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted |   |  |  | 27. Ship. No.<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Final   | 28. D.O. Voucher No.                               | 30. Initials                    |  |
| Date  |   | Signature Of Authorized Govt Representative  |  | 31. Payment<br><input type="checkbox"/> Complete<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Final        | 32. Paid By  | 33. Amount Verified Correct For |  |
| 36. I certify this account is correct and proper for payment  |   |  |  | Date  | Signature And Title Of Certifying Officer          | 34. Check Number                |  |
|   |   |  |  |   |  | 35. Bill Of Lading No.          |  |
| 37. Received At   | 38. Received By   | 39. Date Received  | 40. Total Containers   | 41. S/R Account No.   | 42. S/R Voucher No.                                |                                 |  |

|  |   |                            |
|--|---|----------------------------|
| <b>CONTINUATION SHEET</b>  | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-P-0018<br><b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 27 |
| <b>Name of Offeror or Contractor:</b> UNITED STANDARD INDUSTRIES INC |   |                            |

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<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |
|---|-------------------------|---------------------------------|----------|

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-CM-CR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3224  
 Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

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

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

(End of clause)

(AS7006)



|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 27</b> |
|                           | PIIN/SIIN DAAE20-00-P-0018<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

(End of clause)

(AS7008)

5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
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/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-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)

LS7012, 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/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 27****PIIN/SIIN** DAAE20-00-P-0018**MOD/AMD****Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

(END OF CLAUSE)

(AS7010)

7

52.246-4538  
TACOM-RI

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

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

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

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

This purchase order is awarded pursuant to oral request for quotation and United Standard Industries, Inc. subsequent written quotation dated 22 Oct 99. This order will encompass the same terms and conditions as DAAE20-99-P-0230.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-P-0018 MOD/AMD

Name of Offeror or Contractor: UNITED STANDARD INDUSTRIES INC

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY        | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
|-------------------|--|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|----|-------------|-------------|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br><u>Supplies or Services and Prices/Costs</u>  |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 0001AA            | <u>PRODUCTION QUANTITY</u><br><br>NSN: 3040-12-189-2862<br>NOUN: LEVER,REMOTE CONTRO<br>FSCM: 19206<br>PART NR: 12529545<br>SECURITY CLASS: Unclassified<br>PRON: M101A239M1 PRON AMD: 02 ACRN: AA<br>AMS CD: 070011JEE62<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><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>W52H099300H671</td> <td>W25G1U</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>125</td> <td>03-APR-2000</td> </tr> </table> FOB POINT: Destination<br><br>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<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-00-P-0018/0000<br><br>DOC SUPPL<br><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>W52H099300H672</td> <td>W45G19</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>125</td> <td>03-APR-2000</td> </tr> </table> FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W45G19) XU TRANS OFC<br>RED RIVER ARMY DEPOT<br>TEXARKANA TX 75507<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-00-P-0018/0000<br><br>DOC SUPPL<br><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>003</td> <td>W52H099300H673</td> <td>W62G2T</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> </table> | <u>REL CD</u>   | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H099300H671 | W25G1U | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 125 | 03-APR-2000 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W52H099300H672 | W45G19 | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 125 | 03-APR-2000 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 003 | W52H099300H673 | W62G2T | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 300 | EA | \$ 22.45000 | \$ 6,735.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 001               | W52H099300H671   | W25G1U          | J               |                 | 2             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 001               | 125  | 03-APR-2000     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 002               | W52H099300H672   | W45G19          | J               |                 | 2             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 001               | 125  | 03-APR-2000     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| 003               | W52H099300H673   | W62G2T          | J               |                 | 2             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |             |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-P-0018 MOD/AMD

Name of Offeror or Contractor: UNITED STANDARD INDUSTRIES INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002    | <p>001                      50                      03-APR-2000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (W62G2T) XU DEFENSE DISTRIBUTION REGION WEST<br/>                     DISTRIBUTION DEPOT SAN JOAQUIN<br/>                     TRANS OFC PO BOX 960001<br/>                     STOCKTON CA 95296-0130</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>                     DAAE20-00-P-0018/0000</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified<br/>                     Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> |          |      |            |        |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 27**

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

|   | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 252.225.7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None

(BA6701)

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   | <u>Regulatory Cite</u>  | <u>Title</u>           | <u>Date</u> |
|---|-------------------------|------------------------|-------------|
| 1 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988    |

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

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

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12529545 with revisions in effect as of 1997 Sep 11 (except as follows):

| DOCUMENT     | ADD | DELETE   | SUBSTITUTE |
|--------------|-----|----------|------------|
| QS7309999    | --  | J        | K          |
| QAP-APPX-WVA | --  | 06/03/96 | 05/01/98   |

(CS6100)

|   |                         |                               |          |
|---|-------------------------|-------------------------------|----------|
| 2 | 52.210-4502<br>TACOM-RI | PHOSPHATE COATING REQUIREMENT | MAR/1995 |
|---|-------------------------|-------------------------------|----------|

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank - Automotive and Armament Command, ATTN: AMSTA-LC-CAC-C/Cindy Peterman, 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.

(End of clause)

(CS6508)

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

Page 10 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## PACKAGING AND MARKING

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

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| 1 | 52.211-4502<br>TACOM-RI | PACKAGING REQUIREMENTS | DEC/1998 |
|---|-------------------------|------------------------|----------|

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

## REQUIREMENTS:

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

1.1 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 preservative applied to the item for protection are not considered contaminants.

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

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

## 2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

## 3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

## 4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 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. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 97. Bar code requirements apply.

## EXCEPTION:

None

-3-

(End of clause)

(DS6405)

|   |                         |                           |          |
|---|-------------------------|---------------------------|----------|
| 2 | 52.247-4521<br>TACOM-RI | UNITIZATION/PALLETIZATION | JUL/1998 |
|---|-------------------------|---------------------------|----------|

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 11 of 27****PIIN/SIIN** DAAE20-00-P-0018**MOD/AMD**

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**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

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Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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

Page 12 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

|   | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996    |
| 2 | 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 SYSTEMS - MODEL FOR QA | ISO9003 | 18 Jul 94 | UNTAILORED |

(End of clause)

(EF6002)

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

Page 13 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

|   | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.242-17              | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| 2 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 14 of 27**

**PIIN/SIIN** DAAE20-00-P-0018

**MOD/AMD**

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

CONTRACT ADMINISTRATION DATA

| <u>LINE</u> | <u>PRON/</u>  | <u>OBLG</u>      | <u>JOB</u>   | <u>ACCOUNTING</u> | <u>OBLIGATED</u> |        |       |          |          |
|-------------|---------------|------------------|--------------|-------------------|------------------|--------|-------|----------|----------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN STAT</u> | <u>ORDER</u> | <u>STATION</u>    | <u>AMOUNT</u>    |        |       |          |          |
| 0001AA      | M101A239M1    | AA 2             | 97           | X4930AC6G 6D      | 26FB S11116      | W52H09 | \$    | 6,735.00 |          |
| 070011JEE62 |               |                  |              |                   |                  |        |       |          |          |
|             |               |                  |              |                   |                  |        | TOTAL | \$       | 6,735.00 |

| <u>SERVICE</u> | <u>ACCOUNTING</u> | <u>OBLIGATED</u> |             |
|----------------|-------------------|------------------|-------------|
| <u>NAME</u>    | <u>STATION</u>    | <u>AMOUNT</u>    |             |
| Army           | W52H09            | \$ 6,735.00      |             |
|                |                   | TOTAL            | \$ 6,735.00 |

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 15 of 27</b> |
|                           | PIIN/SIIN DAAE20-00-P-0018                       | MOD/AMD              |

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

**SPECIAL CONTRACT REQUIREMENTS**

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

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

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

(HA7001)

| Regulatory Cite | Title   | Date     |
|-----------------|---|----------|
| 1               | 52.246-4500 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)<br>TACOM-RI | MAR/1988 |

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

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island  
ATTN: AMSTA-LC-CAC-C/Cindy Peterman  
Rock Island, IL 61299-7630

(End of clause)

(HS6502)

|   |  |          |
|---|--|----------|
| 2 | 1.602-2(93) DELETED 1 SEP 99 WITHOUT REPLACEMENT, AVAILABILITY OF FUNDS<br>AFARS | OCT/1985 |
|---|--|----------|

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

|   |  |          |
|---|--|----------|
| 3 | 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE<br>TACOM-RI | NOV/1998 |
|---|--|----------|

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 16 of 27**

**PIIN/SIIN** DAAE20-00-P-0018

**MOD/AMD**

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

(HS7506)

4            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 17 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## CONTRACT CLAUSES

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

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

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

(IA7001)

|    | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|----|------------------------|--|-------------|
| 1  | 52.211-5               | MATERIAL REQUIREMENTS  | OCT/1997    |
| 2  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                 | SEP/1990    |
| 3  | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE                                     | JUL/1996    |
| 4  | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| 5  | 52.222-26              | EQUAL OPPORTUNITY  | FEB/1999    |
| 6  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION       | MAY/1999    |
| 7  | 52.243-1               | CHANGES - FIXED PRICE  | AUG/1987    |
| 8  | 52.249-1               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)      | APR/1984    |
| 9  | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                 | APR/1992    |
| 10 | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION                                     | MAR/1998    |
| 11 | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                             | MAR/1998    |
| 12 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                                 | DEC/1991    |
| 13 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | MAR/1998    |
| 14 | 252.225-7016<br>DFARS  | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                       | AUG/1998    |
| 15 | 252.225-7025<br>DFARS  | RESTRICTION ON ACQUISITION OF FORGINGS                                       | JUN/1997    |
| 16 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| 17 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| 18 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| 19 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT                                     | DEC/1991    |
| 20 | 52.213-4               | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | JUN/1999    |
|    |                        | Paragraph (b)(1)(viii) is deleted from this clause.                          |             |
|    |                        | Information to be inserted in Paragraph (c):                                 |             |
|    |                        | <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>            |             |
|    |                        | or   |             |
|    |                        | <a href="http://www.acq.osd.mil/dp/dars">www.acq.osd.mil/dp/dars</a>         |             |
| 21 | 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.

Name of Offeror or Contractor: UNITED STANDARD INDUSTRIES INC

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.

(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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 19 of 27**

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

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)

22

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)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 20 of 27**

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## 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> |
|----------------------------------|--|-------------|----------------------------------|-----------------------|
| Attachment 001                   | DOCUMENT SUMMARY LIST  |             | 002                              |                       |
| Attachment 002                   | LIST OF ADDRESSES  |             | 001                              |                       |
| Attachment 003                   | ADDRESS CODE DISTRIBUTION SHEET FOR REQUESTS FOR<br>DEVIATION/WAIVER (RFD/RFW) |             | 001                              |                       |
| Exhibit A                        | DD FORM 1423/CONTRACT DATA REQUIREMENTS LIST                                   | 10-DEC-98   | 002                              |                       |

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

Page 21 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|   |   |          |
|---|---|----------|
| 1 | 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II | MAY/1999 |
|---|---|----------|

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

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

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

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

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

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

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

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

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

\_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, 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. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

(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



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 23 of 27**

**PIIN/SIIN** DAAE20-00-P-0018

**MOD/AMD**

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Provision)

KA7702

|                           |   |                      |
|---------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-P-0018<br><b>MOD/AMD</b> | <b>Page 24 of 27</b> |
|---------------------------|---|----------------------|

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|   | <u>Regulatory Cite</u> | <u>Title</u>                                       | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 252.204-7001<br>DFARS  | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE       | AUG/1999    |
| 2 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990    |

Any contract awarded as a result of this solicitation will be a DX 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.

(LP6014)

|   |          |                    |          |
|---|----------|--------------------|----------|
| 3 | 52.233-2 | SERVICE OF PROTEST | OCT/1995 |
|---|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-ACALA, ATTN: AMSTA-LC-AC-C/Judy Bechtler-Holzer. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

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

(End of Provision)

(LP6254)

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| 4 | 52.215-4510<br>TACOM-RI | ELECTRONIC BIDS/OFFERS | AUG/1999 |
|---|-------------------------|------------------------|----------|

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

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

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

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

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.

(End of Provision)

(LS7011)

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

Page 25 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC5 52.215-4511 ELECTRONIC AWARD NOTICE  
TACOM-RI

APR/1999

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

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

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

Vendor's Electronic Mail Address:

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(End of provision)

(LS7012)

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

Page 26 of 27

PIIN/SIIN DAAE20-00-P-0018

MOD/AMD

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

## EVALUATION FACTORS FOR AWARD

|   | <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|---|-------------------------|--|-------------|
| 1 | 52.245-4519<br>TACOM-RI | EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY | FEB/1996    |

(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: \_\_\_\_\_ 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:

$$\frac{TxRxPxS}{Q} = C$$

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).

**Name of Offeror or Contractor:** UNITED STANDARD INDUSTRIES INC

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)