

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 7	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-00-P-0167		3. Award/Effective Date 2000MAR16		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name TERESA STOTTLEMYRE		B. Telephone Number (No Collect Calls) (309) 782-4626		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-A ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3795 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule	
e-mail: STOTTLEMYRET@RIA.ARMY.MIL						12. Discount Terms	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMC TWIN CITIES 3001 METRO DRIVE BLOOMINGTON MN 55425-1573		Code S2401A	
Telephone No.							
17. Contractor/Offeror RLS CONSTRUCTION INC 1923 N ZENITH AVENUE DAVENPORT IA 52804		Code 1PFH8 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		Code HQ0339	
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
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 21 02020000006D6D02P42212325GY S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$70,400.00	
<input 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 type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies 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 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) KRIS MENDOZA MENDOZAK@RIA.ARMY.MIL (309) 782-0243		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				33. Ship Number		34. Voucher Number	35. Amount Verified Correct For
32b. Signature Of Authorized Government Representative				32c. 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
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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SUPPLEMENTAL INFORMATION

1. This purchase order is for the service to be perform in accordance with the following Scope of Work.
2. Work will commence on 20 Mar 00 and will be completed no later than 30 Sep 2000.
3. This service is not to exceed 16 weeks of 40 hours per week for a total of 1280 hours for two individuals, a welder and machinist at an hourly rate of \$55.00. This Purchase order will not exceed \$70,400.00.
4. If this service is completed prior to the total allotted hours of 1280, the purchase order value will be deobligated to reflect actual hours utilized.
5. The Contracting Officer's Technical Representative (COTR) is Mr. Michael Williams, Chief, MOP Shop, Rock Island Arsenal. All performance on this purchase order must be coordinated through the COTR, and he is responsible for the inspection and acceptance of the work performed.
6. Incremental invoicing is acceptable. However, the COTR is responsible for verifying that the hours invoiced are in accordance with work performed.

*** END OF NARRATIVE A001 ***

SCOPE OF WORK

The Contractor shall provide labor to fabricate, assist in assembly, and testing of a Mock-Up of the M1A1-D tank and the M1A2 SEP tank systems. The M1A1-D is a modified M1A1 Abrams Main Battle Tank and the M1A2 SEP is the latest version of the Abrams Tank family.

All material and equipment will be provided by the Government. All Testing will be performed by the Government utilizing the Government test equipment.

The Contractor shall fabricate the Mock-Up for the M1A1-D systems in accordance with the drawings provided under separate cover and incorporated by reference into this purchase order.

The Mock-Ups shall be made of steel. The Mock-Ups shall be fabricated and assembled in such a manner, that they will operate, function, and look exactly like the existing Mock-Ups located in the Maintenance Operations and Procedure (MOP Shop) located in Building 110 at the Rock Island Arsenal. These existing mock-ups will be available to the contractor during performance of this scope of work.

The Contractor shall perform all work at the MOP Shop. The MOP Shop shall be available for the Contractor's use from award of this purchase order until 30 Sep 2000, from 0600 (6:00 am) until 1630 (4:30 pm), Monday through Friday.

The Contracting Officers Technical Representative (COTR) for this effort shall be Michael W. Williams, Chief, MOP Shop.

*** END OF NARRATIVE A002 ***

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MOD/AMD

Name of Offeror or Contractor: RLS CONSTRUCTION INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB				
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>ACCOUNTING</u>		<u>OBLIGATED</u>	
						<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>	
0001AA	M109R010M1	AA	2	21	02020000006D6D02P42212325GY	S11116	0LKS22	W52H09	\$	70,400.00
	422123000004221									
							TOTAL	\$		70,400.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 02020000006D6D02P42212325GY S11116	W52H09	\$ 70,400.00
			TOTAL	\$ 70,400.00

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Name of Offeror or Contractor: RLS CONSTRUCTION INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which 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 or components:

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

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(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).

____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (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 of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

____(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

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____ (17) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii.) Alternate I of 52.225-3.

____ (iii.) Alternate II of 52.225-3.

____ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

____ (21) Reserved.

____ (22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____ (23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____ (24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____ (25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (26) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under N/A delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is N/A).

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

X ____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

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

____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (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 Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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.

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(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

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

(End of clause)

(IF6260)