

ORDER FOR SUPPLIES OR SERVICES						Form Approved	Page 1 Of 21
1. Contract/Purch Order No. DAAE20-00-P-0396		2. Delivery Order No.		3. Date Of Order 2000AUG02	4. Requisition/Purch Request No. SEE SCHEDULE		5. Certified for National Defense Under DMS Reg 1 Priority DOA5
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A IRENE MAWSON (309) 782-3810 ROCK ISLAND IL 61299-7630  EMAIL: MAWSONI@RIA.ARMY.MIL			Code W52H09	7. Administered By (If other than 6) DCMC LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		Code S3309A	
9. Contractor P T E INC 1365 AKRON STREET COPIAGUE NY 11726-2909			Code 26546	Facility Code	10. Deliver To FOB Point By (Date)  SEE SCHEDULE		11. Mark If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
TYPE BUSINESS: Other Small Business Performing in U.S.					12. Discount Terms		
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077		Code SC1016	Mark All Packages And Papers With Contract Or Order Number
16. T O Y R P D E E O R 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 DAAE2000T0082, Dated _____, furnish the following on terms specified herein. 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 SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: 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  By: CINDY PETERMAN PETERMANC@RIA.ARMY.MIL (309) 782-4634		25. Total 29. Differences	\$15,498.00
26. Quantity In Column 20 Has Been  <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted  _____ Date Signature Of Authorized Govt Representative				27. Ship. No.  <input type="checkbox"/> Partial <input type="checkbox"/> Final	28. D.O. Voucher No.	30. Initials	
36. I certify this account is correct and proper for payment  _____ Date Signature And Title Of Certifying Officer				31. Payment  <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For	34. Check Number
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.		35. Bill Of Lading No.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0396 <b>MOD/AMD</b>	<b>Page 2 of 21</b>
<b>Name of Offeror or Contractor:</b> P T E INC		

SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

U.S. Army TACOM-RI  
 AMSTA-CM-CR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-CM-CR@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)



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0396 MOD/AMD	Page 4 of 21
Name of Offeror or Contractor: P T E INC		

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.

(END OF CLAUSE)

(AS7010)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 21**

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

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)

1. REQUEST YOUR QUOTE REMAIN VALID FOR 90 DAYS.
2. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
3. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

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

The purpose of this amendmane is to extend the bid opening date from 10 March 2000 to 03 April 2000.

\*\*\* END OF NARRATIVE A002 \*\*\*

1. The purpose of this amendment is to add a quantity of 17. Clin 0001AA is changed from 43 each to 60 each.
2. The bid opening date is therefore changed from April 3, 2000 to April 17, 2000.
3. All amendments shall be submitted electronically or FAX'd as per the original solicitation.
4. This amendment also adds an option for 100%.

\*\*\* END OF NARRATIVE A003 \*\*\*

THE PURPOSE OF THIS AMENDMENT IS TO INCREASE THE QUANTITY FROM 60 EACH TO 135 EACH.

REQUEST QUOTES BE RECEIVED BY JULY 18, 2000.

\*\*\* END OF NARRATIVE A004 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-P-0396 MOD/AMD

Name of Offeror or Contractor: P T E INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>																						
0001AA	<u>PRODUCTION QUANTITY</u>	135	EA	\$ 114.80000	\$ 15,498.00																		
	NSN: 6110-00-970-8656 NOUN: CONTROL,LIGHT SOURC FSCM: 19200 PART NR: 8619165-1 SECURITY CLASS: Unclassified PRON: M101A050M1 PRON AMD: 03 ACRN: AA AMS CD: 070011  <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>W52H090034H600</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>135</td> <td>05-JAN-2001</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER NEW CUMBERLAND ARMY DEPOT ATTN: SDSNC-TT NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0396/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H090034H600	W25G1U	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	135	05-JAN-2001				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H090034H600	W25G1U	J		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	135	05-JAN-2001																					

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 21**

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 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 8619165-1 with revisions in effect as of 1996 SEP 25 (except as follows):

SEE ATTACHMENT 1.

(CS6100)

2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 21**

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

## PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P861965-1, revision F, dated 23 SEP 1996. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 01 OCT 1996.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 MAY 1997. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: NONE

(End of clause)

(DS6400)

2	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998
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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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 9 of 21****PIIN/SIIN** DAAE20-00-P-0396**MOD/AMD****Name of Offeror or Contractor:** P T E INC

year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION:

NONE

(End of clause)

(DS6405)

**Name of Offeror or Contractor:** P T E 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

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	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) ANSI/ASQ Q9003
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

3	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:



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

Page 12 of 21

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

5 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE MAR/1997  
TACOM-RI

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1) \_\_\_ NOT CERTIFIED

(2) \_\_\_ CERTIFIED

(i) \_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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

Page 13 of 21

PIIN/SIIN DAAB20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E 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	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 14 of 21**

**PIIN/SIIN** DAAE20-00-P-0396

**MOD/AMD**

**Name of Offeror or Contractor:** P T E 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	M101A050M1	AA	2	97	X4930AC6G 6D	26FB S11116		W52H09	\$ 15,498.00
	070011								
								TOTAL	\$ 15,498.00

SERVICE							ACCOUNTING		OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>		<u>AMOUNT</u>
	AA	97	X4930AC6G 6D	26FB S11116			W52H09	\$	15,498.00
							TOTAL	\$	15,498.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0396 <b>MOD/AMD</b>	<b>Page 15 of 21</b>
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**Name of Offeror or Contractor:** P T E 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)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.246-4500 TACOM-RI	DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	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/Irene Mawson  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2 52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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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)

(HS7506)

3 52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 16 of 21**

**PIIN/SIIN** DAAE20-00-P-0396

**MOD/AMD**

**Name of Offeror or Contractor:** P T E INC

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 21

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E 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	AUG/2000
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	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
7	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
8	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
9	52.232-18	AVAILABILITY OF FUNDS	APR/1984
10	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
11	52.243-1	CHANGES - FIXED PRICE	AUG/1987
12	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE I	APR/1984
13	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
14	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
15	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
16	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
17	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
18	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
19	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
20	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
21	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
22	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
23	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
24	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
25	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
26	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
27	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2000

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

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

Page 18 of 21

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

www.acq.osd.mil/dp/dars

28 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 150 days by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)

\$ \_\_\_\_\_ CLIN 0001AA

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

29 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

30 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

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

Page 19 of 21

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

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)

31 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

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

(c) Rental charge.(1) Real property and associated fixtures.

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

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

(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 -

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

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

Page 20 of 21

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

32

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 21 of 21**

PIIN/SIIN DAAE20-00-P-0396

MOD/AMD

**Name of Offeror or Contractor:** P T E INC

## LIST OF ATTACHMENTS

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)