

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. Contract/Purch Order/Agreement No.</b>  DAAE20-01-P-0330	<b>2. Delivery Order/Call No.</b>	<b>3. Date Of Order/Call (YYYYMMDD)</b>  2001MAY08	<b>4. Requisition/Purch Request No.</b>  SEE SCHEDULE	<b>5. Priority</b>  DOA5
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<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-A SUE MCGREGOR (309)782-3127 ROCK ISLAND IL 61299-7630  EMAIL: MCGREGORS@RIA.ARMY.MIL	<b>Code</b>	W52H09	<b>7. Administered By (If other than 6)</b> DCMC PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427	<b>Code</b>	S3915A	<b>8. Delivery FOB</b>  <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other
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<b>9. Contractor</b>  FACILITIES INC 356 BUTLER PK AMBLER PA 19002  Name and Address  TYPE BUSINESS: Other Small Business Performing in U.S.	<b>Code</b>	62212	<b>Facility</b>	<b>10. Deliver To FOB Point By (Date) (YYYYMMDD)</b>  SEE SCHEDULE	<b>11. X If Business Is</b> <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input checked="" type="checkbox"/> Woman-Owned
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<b>14. Ship To</b> SEE SCHEDULE	<b>Code</b>		<b>15. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	<b>Code</b>	SC1018	<b>Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2</b>
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<b>16. Type of Order</b>	<b>Delivery/Call</b>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	<b>Purchase</b>	Reference your <input type="checkbox"/> Oral; <input checked="" type="checkbox"/> Written Quotation, Dated 2001APR23 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 (YYYYMMDD)
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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	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	KIND OF CONTRACT: Supply Contracts and Priced Orders				

<i>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>	24. United States Of America  By: KRISTAN A MENDOZA /SIGNED/ MENDOZAK@RIA.ARMY.MIL (309)782-0243	25. Total	\$4,264.00
	Contracting/Ordering Officer	29. Differences	

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.	28. D.O. Voucher No.	30. Initials	33. Amount Verified Correct For
36. I certify this account is correct and proper for payment  Date _____ Signature And Title Of Certifying Officer _____	<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By		34. Check Number
	<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			35. Bill Of Lading No.

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
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**Name of Offeror or Contractor:** FACILITIES INC

SUPPLEMENTAL INFORMATION

1. THE U.S. ARMY TANK AUTOMOTIVE & ARMAMENT COMMAND (TACOM), ROCK ISLAND SITE (RI), HEREBY AWARDS A PURCHASE ORDER FOR THE PURCHASE OF 1,300 EACH, BORE OBSTRUCTION DETECTORS, NSN: 1010-01-428-3233, AT A UNIT PRICE OF \$3.28, FOR A TOTAL PRICE OF \$4,264.00.
2. THIS PURCHASE ORDER CONTAINS A 100% OPTION QUANTITY WITH A UNIT PRICE OF \$3.24 EACH.
3. FOB IS DESTINATION FOR THE BASIC QUANTITIES. FOB IS ORIGIN FOR THE OPTION QUANTITIES.
4. THE CONTRACTOR'S QUOTE, DATED APRIL 23, 2001, IS INCORPORATED INTO THIS PURCHASE ORDER (ATTACHMENT 001).

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

Regulatory Cite	Title	Date
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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-AQ-AR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-AQ-AR@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;

**Name of Offeror or Contractor:** FACILITIES INC

- (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

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

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

(END OF CLAUSE)

(AS7003)

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

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

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

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

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

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

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

CLIN _____	PRICE \$ _____

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<b>Name of Offeror or Contractor:</b> FACILITIES INC		

(End of clause)

(AS7008)

5	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(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)

6	52.246-4504 TACOM-RI	NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/2000
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(a) Your attention is drawn to Section E clause ES7023 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9003 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9003. Clause ES7023 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7023 by an independent standards organization or auditor is not required under this contract.

(End of clause)

(AS7023)

7	52.246-4538 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
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THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

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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)

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor: FACILITIES 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>	1300	EA	\$ 3.28000	\$ 4,264.00																		
	NSN: 1010-01-428-3233 NOUN: DETECTOR,BORE OBSTR FSCM: 19200 PART NR: 12012055 SECURITY CLASS: Unclassified PRON: M111S169M1 PRON AMD: 03 ACRN: AA AMS CD: 07001163633  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12012055 DATE: 08-SEP-1999  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <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>W52H091051A150</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</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>1,300</td> <td>28-SEP-2001</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0330/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091051A150	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1,300	28-SEP-2001				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H091051A150	W25G1U	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1,300	28-SEP-2001																					

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MOD/AMD

**Name of Offeror or Contractor:** FACILITIES INC8 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY  
DFARS

MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)



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<b>Name of Offeror or Contractor:</b> FACILITIES INC		

(End of Clause)

(CS6191)

PACKAGING AND MARKING

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

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

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: See paragraph (3)

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

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

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

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

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

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

(3) Intermediate Package:

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

(4) Packing:

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

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

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must

**Name of Offeror or Contractor:** FACILITIES INC

be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

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

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

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

12	52.247-4521	UNITIZATION/PALLETIZATION	JUL/1998
	TACOM-RI		

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)

**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)

13	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
14	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
15	52.246.4025	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/2000
	TACOM-RI		

(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 defect detection through final inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.

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**Name of Offeror or Contractor:** FACILITIES INC

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) commercial, or (3) 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 9001
- ( ) ANSI/ASQ 9002
- ( ) ANSI/ASQ 9003

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(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)

(ES7023)

16 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999  
TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
  - (i) The process is in a state of statistical control using SPC control chart methods.
  - (ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.
  - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days

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of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

17            52.246-4540            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000            APR/2001  
TACOM-RI

a. The (CP)2-2000 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)2-2000 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)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_NOT CERTIFIED

(2) \_\_\_CERTIFIED

(i) \_\_\_DATE OF CERTIFICATION

(ii) \_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 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 Alternatives to Lot Acceptance Sampling (including 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 level I or Critical Level II 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 Level I or Critical Level II" 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)2-2000 agreement between the Government and the Contractor.

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 13 of 20</b>
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<b>Name of Offeror or Contractor:</b> FACILITIES INC		

(ES7016)

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)

18	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
19	52.247-34	F.O.B. DESTINATION	JAN/1991
20	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
21	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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**Name of Offeror or Contractor:** FACILITIES INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB	ACCOUNTING	OBLIGATED				
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>				
0001AA	M111S169M1	AA 2	97	X4930AC6G 6D	26FB S11116	W52H09	\$	4,264.00	
07001163633									
							TOTAL	\$	4,264.00

SERVICE	ACCOUNTING	OBLIGATED	
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>	
Army	W52H09	\$ 4,264.00	
		TOTAL	\$ 4,264.00

22      52.232-4500      CONTRACT PAYMENT INSTRUCTIONS      AUG/1997  
TACOM-RI

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

**Name of Offeror or Contractor:** FACILITIES INC

**SPECIAL CONTRACT REQUIREMENTS**

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<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)

23                      52.246-4500                      MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)                      MAY/2000  
TACOM-RI

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are mcgregors@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6016, (ATTN: Sue McGregor) and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

24                      252.217-7026                      IDENTIFICATION OF SOURCES OF SUPPLY                      NOV/1995  
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
	(2)	(3)	Company (4)	Address (4)	Part No. (5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

**Name of Offeror or Contractor:** FACILITIES INC

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

25	52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
	TACOM-RI		

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)

26	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)

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(HS7600)

**CONTRACT CLAUSES**

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

(IA7001)

27	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
28	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
29	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.222-26	EQUAL OPPORTUNITY	FEB/1999
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
35	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
36	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
37	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
38	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
39	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
40	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
41	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
42	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
43	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
44	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
45	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
46	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
47	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
48	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAR/2001

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

Information to be inserted in Paragraph (c):

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

PARAGRAPH (d) IS DELETED FROM THIS CLAUSE

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**Name of Offeror or Contractor:** FACILITIES INC

49 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) 0001 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) 0001 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 90 CALENDAR DAYS PRIOR TO THE LAST SCHEDULED DELIVERY 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 PriceEvaluated Option  
(F.O.B. Origin)

\$ 3.24 \_\_\_\_\_ CLIN 0001

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)

50 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)

51 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)



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**Name of Offeror or Contractor:** FACILITIES INC

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACTOR'S QUOTE	23-APR-2001	001	
Attachment 002	DOCUMENT SUMMARY LIST		001	

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)