

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 16	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0389		3. Award/Effective Date 2003MAY30		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MYRNA DOWELL		B. Telephone Number (No Collect Calls) (309)782-4635		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: DOWELLM@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOA5	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.		Code Y00000		16. Administered By DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		Code S2206A	
Telephone No.				18a. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
17. Contractor/Offeror GENERAL EASTERN INSTRUMENTS, INC GE INDUSTRIAL SYSTEMS 500 RESEARCH DRIVE WILMINGTON, MA. 018874400		Code 51088 Facility		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked		<input type="checkbox"/> See Addendum	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer							
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
				23. Unit Price		24. Amount	
25. Accounting And Appropriation Data ACRN: AA 57 36308017336438450603DYFP50000028038F5030FB2857 FB2857				26. Total Award Amount (For Govt. Use Only) \$29,900.00			
<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				29. Award Of Contract: Reference _____ Offer			
<input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> Dated _____ . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163		31c. Date Signed	
32a. Quantity In Column 21 Has Been				33. Ship Number		34. Voucher Number	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				36. Payment		37. Check Number	
32c. Date				<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
				38. S/R Account Number		39. S/R Voucher Number	
				42a. Received By (Print)			
41a. I Certify This Account Is Correct And Proper For Payment				42b. Received At (Location)			
41b. Signature And Title Of Certifying Officer				42c. Date Recd (YYMMDD)		42d. Total Containers	
41c. Date							

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PIIN/SIIN DAAE20-03-P-0389

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

1. THIS DOCUMENT IS TO FORMALIZE LETTER AWARD DATED MAY 30, 2003. THIS AWARD IS A FIRM FIXED PRICE COMMERCIAL CONTRACT FOR 26 EACH ALARM, LOW PRESSURE, LPA-2000, NSN: 6685-01-491-6497. CONTRACTOR'S QUOTE IS ATTACHED AS ATTACHMENT 003.
2. THE LOW PRESSURE ALARM SHALL BE PRODUCED IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE UTILIZED ON GENERAL EASTERN INSTRUMENT INC'S CURRENT PURCHASE ORDER DAAE20-03-P-0170.
3. FOB IS DESTINATION
4. PACKAGING SHALL BE IN ACCORDANCE WITH COMMERCIAL PRACTICES.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

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

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

2	52.233-4503 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

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MOD/AMD

Name of Offeror or Contractor:

contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0389 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 6685-01-491-6497 FSCM: 04QG2 PART NR: LPA-2000 SECURITY CLASS: Unclassified																																		
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ALARM-LOW PRESSURE PRON: U13A1D45SB PRON AMD: 01 ACRN: AA CUSTOMER ORDER NO: NFQ762403YA0070</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <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> </tr> <tr> <td>001</td> <td>W58HZ131486U01</td> <td>Y00000</td> <td>M</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>15</td> <td>16-JUN-2003</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>11</td> <td>14-JUL-2003</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0389/0000</p> <p>SHIP TO: MANCON 401 WILSON BLVD BLDG 1572 BAY A SAN ANTONIO, TX 78226 ATTN: DIANA WHITE/(210) 922-5292</p> <p>(End of narrative F001)</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W58HZ131486U01	Y00000	M	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	15	16-JUN-2003			002	11	14-JUL-2003			26	EA	\$ 1,150.00000	\$ 29,900.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																															
001	W58HZ131486U01	Y00000	M	1																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	15	16-JUN-2003																																	
002	11	14-JUL-2003																																	

Name of Offeror or Contractor:

containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 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. 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.

6. 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 be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. 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 materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

8. 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.

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10. 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.

11. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

Name of Offeror or Contractor:

(DS6417)

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)

5	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
7	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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

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

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MOD/AMD

Name of Offeror or Contractor:

(FA7001)

8	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
9	52.247-34	F.O.B. DESTINATION	NOV/1991
10	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB	ACCOUNTING		OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>	
0001AA	U13A1D45SB	AA	2	57	36308017336438450603DYFP50000028038F5030FB2857		3LRD45	FB2857	\$ 29,900.00	
								TOTAL	\$	29,900.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>	<u>AMOUNT</u>	
Air Force	AA	57	36308017336438450603DYFP50000028038F5030FB2857		FB2857	\$ 29,900.00	
						TOTAL	\$ 29,900.00

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PIIN/SIIN DAAE20-03-P-0389

MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

11 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
 TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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

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

(IA7001)

12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
14	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
15	52.243-1	CHANGES - FIXED PRICE	AUG/1987
16	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
17	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
18	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
19	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
20	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
21	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	JUN/2003

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PIIN/SIIN DAAE20-03-P-0389

MOD/AMD

Name of Offeror or Contractor:

EXECUTIVE ORDERS - COMMERCIAL ITEMS

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

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

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

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

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

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

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

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

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

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

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

____(ii) Alternate I (OCT 1995) of 52.219-7.

____(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

____(ii) Alternate I (OCT 2001) of 52.219-9.

____(iii) Alternate II (OCT 2001) of 52.219-9.

____(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I (JUNE 2003) of 52.219-23.

____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X____(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X____(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X____(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X____(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X____(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

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MOD/AMD

Name of Offeror or Contractor:

 X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

 (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

 (ii) Alternate I (MAY 2002) of 52.225-3.

 (iii) Alternate II (MAY 2002) of 52.225-3.

 (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

 (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

 (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

 (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

IF6276

22 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) on Clin 0001 by a quantity of up to and including but not exceeding 2 - 100 percent options 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) Clin 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 December 31, 2003 for the first 100% option, and June 30, 2004 for the second 100% option 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:

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MOD/AMD

Name of Offeror or Contractor:Unit PriceEvaluated Option
(F.O.B. Destination)

\$ _____ CLIN 0001 (See Contractor's Quote - Attachment 003)

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)

23 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2003
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

- ____ 252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)
- ____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- ____ 252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000)
(____Alternate II) (Mar 2000)(Alternate III) (May 2002) (10 U.S.C. 2631).
- ____ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

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

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

(End of clause)

(IA6720)

24 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

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MOD/AMD

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		2PG	
Attachment 001	PERFORMANCE SPECIFICATION		10P	
Attachment 002	DOCUMENT SUMMARY LIST		1PG	
Attachment 003	CONTRACTOR'S QUOTE	23-MAY-2003	1PG	

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	Instructions for Completing 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 Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)