

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 19	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-99-P-0402		3. Award/Effective Date 1999SEP24		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name SETA R HERNANDEZ		B. Telephone Number (No Collect Calls) (309) 782-4737		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-AC-PCH-B ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: HERNANDEZS@RIA.ARMY.MIL				<input type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input checked="" type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOA5	
				SIC: 3669 Size Standard:		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMC BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		Code S2206A	
Telephone No.				17. Contractor/Offeror RED RIVER COMPUTER COMPANY INC 80 SOUTH MIAN STREET HANOVER NH 03755-0000		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077	
		Code 04MB1		Facility		Code SC1016	
Telephone No. (603) 463-0900							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC5GX6D6D02PSM2A5031ED S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$28,173.00	
<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 <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.				29. Award Of Contract: Reference _____ Offer <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) HOWARD LEWIS LEWISH@RIA.ARMY.MIL (309) 782-3506		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	35. Amount Verified Correct For
32b. Signature Of Authorized Government Representative				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	38. S/R Account Number
							39. S/R Voucher Number
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				42b. Received At (Location)			
41c. Date				42c. Date Recd (YYMMDD)		42d. Total Containers	

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

SUPPLEMENTAL INFORMATION

1. REFERENCE RED RIVER COMPUTERS FAXED QUOTATION DATED 13 SEP 1999 AS ATTACHMENT 001.
2. ALL HARDWARE AND SOFTWARE MUST BE YEAR 2000 COMPLIANT, INCLUDING BUT NOT LIMITED TO, CALCULATING, COMPARING, AND SEQUENCING FROM INTO AND BETWEEN THE 20TH AND THE 21ST CENTURIES AND THE YEAR 1999 AND 2000 AND LEAP YEAR CALCULATION.
3. THIS EQUIPMENT WILL BE SHIPPED TO:

TACOM-ACALA
ATTN: AMSTA-LC-BAA (BILL BLINK)
BLDG 108 1ST FLOOR, NORTH
ROCK ISLAND IL 61299-7630
4. NSN: N/A
FOB: DESTINATION
TAX ID :02-0483341

*** END OF NARRATIVE A001 ***

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Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 0000-00-000-0000 NOUN: DELL 3500 NOTEBOOK SECURITY CLASS: Unclassified PRON: M196C049M1 PRON AMD: 01 ACRN: AA AMS CD: SM2A5000000SM2A</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099260BA11 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 7 30-SEP-1999</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (WBLINK) TACCOM-ACALA AMSTA-AC-MBA ATTN BILL BLINK BUILDING 108 1ST FLOOR FRONT ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0402/0000</p>	7	EA	\$ 3,185.00000	\$ 22,295.00
0001AB	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 0000-00-000-0000 NOUN: HP COLOR PRINTER SECURITY CLASS: Unclassified PRON: M196C049M1 PRON AMD: 01 ACRN: AA AMS CD: SM2A5000000SM2A</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H099260BA12 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 30-SEP-1999</p> <p>FOB POINT: Destination</p>	2	EA	\$ 2,824.00000	\$ 5,648.00

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-99-P-0402 MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>SHIP TO: (WBLINK) TACCOM-ACALA AMSTA-AC-MBA ATTN BILL BLINK BUILDING 108 1ST FLOOR FRONT ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0402/0000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 0000-00-000-0000 NOUN: EXTRA 64MB MEMORY SECURITY CLASS: Unclassified PRON: M196C049M1 PRON AMD: 01 ACRN: AA AMS CD: SM2A5000000SM2A</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W52H099260BA15 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 30-SEP-1999</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (WBLINK) TACCOM-ACALA AMSTA-AC-MBA ATTN BILL BLINK BUILDING 108 1ST FLOOR FRONT ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0402/0000</p>	2	EA	\$ 115.00000	\$ 230.00

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

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>
						<u>NUMBER</u>		
0001AA	M196C049M1	AA	2	97	X4930AC5GX6D6D02PSM2A5031ED	S11116	98WQ9L	W52H09 \$ 22,295.00
	SM2A5000000SM2A							
0001AB	M196C049M1	AA	2	97	X4930AC5GX6D6D02PSM2A5031ED	S11116	98WQ9L	W52H09 \$ 5,648.00
	SM2A5000000SM2A							
0001AC	M196C049M1	AA	2	97	X4930AC5GX6D6D02PSM2A5031ED	S11116	98WQ9L	W52H09 \$ 230.00
	SM2A5000000SM2A							
							TOTAL	\$ 28,173.00

SERVICE					ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	97	X4930AC5GX6D6D02PSM2A5031ED	S11116	W52H09 \$ 28,173.00	
					TOTAL	\$ 28,173.00

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

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

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

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

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

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

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

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

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

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

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

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

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

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

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

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

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

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

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

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

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

____(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

____(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

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Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

____(18) Reserved.

____(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

____(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

____(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

____(ii) Alternate I of 52.225-21.

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

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

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

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

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

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

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

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

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

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

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

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

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

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

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

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

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

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

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

and

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

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

(End of clause)

(IF6260)

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	RED RIVER COMPUTER QUOTATION	13-SEP-99	2PG	

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Regulatory Cite	Title	Date
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1	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAY/1999
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3699.

(2) The small business size standard is 500.

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

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

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

 Black American. Hispanic American. Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

____ Sole proprietorship

____ Partnership

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____

(5) Common Parent.

____ Offeror is not owned or controlled by a common parent.

____ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

____ is,

____ is not

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

____ is

____ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

____ is

____ is not

a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

____ is

____ is not

a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

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MOD/AMD

Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

is
 is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) It
 is
 is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It
 has
 has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(iii) Address. The offeror represents that its address

is
 is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address"

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refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____ Black American

_____ Hispanic American

_____ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

_____ Asian-Pacific American persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it

___ is

___ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it

___ is

___ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It

___ has,

___ has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It

___ has,

___ has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It

___ has developed and has on file,

___ has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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(ii) It

_____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end

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product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program:"

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals

____are,
 ____are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ____Have,
 ____Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

____are,
 ____are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

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Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JUN/1999

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the - Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215)697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained -

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

(LF7027)

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Name of Offeror or Contractor: RED RIVER COMPUTER COMPANY INC

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) n/a

(2) Technical and past performance, when combined, are n/a

(b) Options. the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)