

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number		Page 1 Of 97							
Offeror To Complete Block 12, 17, 23, 24, & 30													
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE07-03-R-S196							
7. For Solicitation Information Call:		A. Name BERTRAM SCOTT		B. Telephone Number (No Collect Calls) (586)574-6232		6. Solicitation Issue Date 2003OCT08							
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL ADDRESS OFFERS TO: US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL e-mail: SCOTTB@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. Deliver To SEE SCHEDULE		Code		16. Administered By				Code					
Telephone No.													
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By							
Telephone No.													
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum									
19. Item No.		20. Schedule Of Supplies/Services				21. Quantity		22. Unit		23. Unit Price		24. Amount	
		SEE SCHEDULE (Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data								26. Total Award Amount (For Govt. Use Only)					
<input checked="" 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 checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda								<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" 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)				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			
						<input type="checkbox"/> Partial <input type="checkbox"/> Final							
32b. Signature Of Authorized Government Representative				32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number			
						38. S/R Account Number		39. S/R Voucher Number		40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment						42a. Received By (Print)							
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)							
						42c. Date Recd (YYMMDD)		42d. Total Containers					

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Executive Summary Notes

1. This solicitation will result in a five year Indefinite Quantity (IDIQ) Contract for the Family of Light Tactical Trailers (LTT) and the Crossmember Modification and TQG Kits. The Family of LTTs consists of the M1101, M1102 and Heavy Chassis. The 5 year Minimum Quantity of 576 and the 5 year Maximum Quantity of 12,805 applies to the family of LTTs (CLINs 0011 - 0015, 0021 - 0025 and 0031 - 0035). The minimum quantity will be ordered at the time of award.
2. Although the M1102 and M1101 Cargo Trailers have different part numbers and NSNs, both models are identical with the exception of the Data Plates which specify weight limits according to the prime mover being utilized. The Soft Top Kits 57K4152 - 57K4155 will not be purchased under this contract. Although these part numbers are in the Technical Data Package, they are for reference only and should not be included in the Cargo Trailers price.
3. This contract will be awarded using Source Selection Procedures. Please note per paragraph L.5, the information requested for the Past Performance Evaluation is to be submitted 15 days prior to the formal RFP closing date.
4. It is anticipated that the majority of the trailers ordered under this contract will be painted in the camouflage pattern, Therefore, proposal prices for the M1101 and M1102 Cargo Trailer shall be based on camouflage paint and will be evaluated accordingly.
5. The Heavy Chassis will be painted in the green 383 color. Proposal prices for the Heavy Chassis shall be based on single color paint, green 383.
6. This solicitation includes a requirement for First Article Approval prior to full rate production, reference FAR 52.209-4. Low Rate Production may be approved prior to First Article Approval, if appropriate.
7. The Light Tactical Trailer (LTT) was formerly named the High Mobility Trailer (HMT). The TDP still contains references to the "HMT". In all instances, the reference "HMT" is changed to "LTT".
8. The Web Site for the TDP Attachments, NSNs and Part Numbers for this procurement is as follows:

<http://contracting.tacom.army.mil/comveh/ltt/ltt.htm>
9. The award of a contract is subject to the availability of FY04 funds.

Name of Offeror or Contractor:

*** END OF NARRATIVE A 001 ***

	Regulatory Cite	Title	Date
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

2	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECTION B</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED. NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>FOR CONTRACT CLINS 0011-0015 (M1102 Cargo Trailer), 0021-0025 (M1101 Cargo Trailer), and 0031-0035 (LTT Heavy Chassis) THE FOLLOWING APPLIES:</p> <p>MINIMUM 5 YEAR QUANTITY: 576 TRAILERS IN ANY COMBINATION OF THE ABOVE (THIS WILL BE AWARDED AT THE TIME OF THE BASIC CONTRACT AWARD)</p> <p>MAXIMUM 5 YEAR QUANTITY: 12,805 VEHICLES IN ANY COMBINATION OF THE ABOVE</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE:</p> <p>1. CAMOUFLAGE COLOR WILL BE USED FOR THE VEHICLE(S) ORDERED UNDER CLIN 0001AA, CLIN 0001AB, CLINS 0011-0015 AND CLINS 0021-0025. THE SINGLE COLOR GREEN PAINT WILL BE USED FOR THE CHASSISES ORDERED UNDER CLIN 0003AA AND CLINS 0031-0035.</p> <p>2. <u>THE WEB SITE FOR THE TDP ATTACHMENTS, NSNs AND PART NUMBERS FOR THIS PROCUREMENT IS AS FOLLOWS:</u></p> <p>http://contracting.tacom.army.mil/comveh/ltt/ltt.htm</p> <p>CLINS 0001 TEST TRAILERS Trailers will be built IAW TDP 12450003. All costs associated with the production and inspection of this vehicle are to be included in the unit price.</p> <p>(End of narrative A001)</p>				
0001	<p>NSN: 2330-01-387-5426 FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>M1102 TEST VEHICLE (FPVI)</u></p> <p>NOUN: M1102 TEST VEHICLE (FPVI)</p> <p>This unit will remain at the Contractor's facility as a sample 150 DARO.</p> <p>NOTE:</p> <p>1. Reference SOW at C.1.2, C.12 and TDP 12450003 for Trailer, Cargo - M1102.</p> <p>2. Any changes made on the First Article Test (FAT) Trailer will be incorporated on the First Production Vehicle Inspection (FPVI).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	1	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>M1102 FIRST ARTICLE TEST VEHICLE</p> <p>NOUN: M1102 FIRST ARTICLE TEST VEHICLE</p> <p>Deliver to Aberdeen Test Center 150 DARO.</p> <p>NOTE:</p> <p>1. Reference SOW at C.1.2, C.17 and TDP 12450003 for Trailer, Cargo - M1102.</p> <p>2. Any changes made on the First Article Test (FAT) Trailer will be incorporated on the First Production Vehicle Inspection (FPVI).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	3	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>RESERVED</u></p> <p>NOUN: RESERVED SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLINS 0003 TEST VEHICLES Vehicles to be built I/A/W TDP 12450001. All cost associated with the production and inspection of this vehicle are to be included in the unit price. (End of narrative A001) FSCM: 19207 PART NR: TDP 12450001 SECURITY CLASS: Unclassified				
0003AA	<u>FIRST ARTICLE TEST</u> NOUN: HEAVY CHASSIS TEST VEHICLE Deliver to Aberdeen Test Center 150 DARO NOTE: 1. Both the First Article, and FPVI will include the TQG kits. Reference CLIN 0005AA. 2. The TQG kits will be PRICED at CLIN 0005AA. 3. Reference SOW at C.1.3, C.17 and TDP 12450001 for Chassis, Trailer - HMT 4. 2. Any changes made on the First Article Test (FAT) Trailer will be incorporated on the First Production Vehicle Inspection (FPVI). (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin	2	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 2540-01-477-6589 FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified				
0004AA	<p><u>TEST QUANTITY</u></p> <p>NOUN: CROSSMEMBER MOD KIT</p> <p>120 DARO AND SHIPPING INSTRUCTIONS WIL BE PROVIDED</p> <p>NOTE:</p> <p>1. Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>2. Any changes made on the First Article Test (FAT) Trailer will be incorporated on the First Production Vehicle Inspection (FPVI).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	6	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSN: 0000-00-000-0000 FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified				
0005AA	<p data-bbox="264 520 467 541"><u>FIRST ARTICLE TEST</u></p> <p data-bbox="264 600 545 621">NOUN: TQG INTEGRATION KIT</p> <p data-bbox="264 758 820 1045"> NOTE: 1. Reference CLIN 0003AA - TQG Integration Kit will be integrated onto Heavy Chassis Test Vehicles, prior to shipments. 2. Reference SOW at C.1.3, C.17 and TDP 12450001 for Chassis, Trailer - HMT 3. Any changes made on the First Article Test (FAT) Trailer will be incorporated on the First Production Vehicle Inspection (FPVI). </p> <p data-bbox="444 1102 699 1123">(End of narrative B001)</p> <p data-bbox="264 1209 634 1230"><u>Description/Specs./Work Statement</u></p> <p data-bbox="264 1234 613 1255">TOP DRAWING NR: TDP: 13230E6565</p> <p data-bbox="264 1314 501 1335"><u>Packaging and Marking</u></p> <p data-bbox="264 1339 634 1440"> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial </p> <p data-bbox="264 1499 545 1520"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1524 724 1545">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1579 456 1600">FOB POINT: Origin</p>	2	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5426 NOUN: M1102 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450003 for Trailer, Cargo - M1102</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 318		\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5426 NOUN: M1102 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450003 for Trailer, Cargo - M1102</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 244	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5426 NOUN: M1102 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450003 for Trailer, Cargo - M1102</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 546	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5426 NOUN: M1102 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450003 for Trailer, Cargo - M1102</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 217	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5426 NOUN: M1102 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450003 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450003 for Trailer, Cargo - M1102</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 863	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5443 NOUN: M1101 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450002 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450002 for Trailer, Cargo - M1101</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 702	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5443 NOUN: M1101 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450002 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450002 for Trailer, Cargo - M1101</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 861	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5443 NOUN: M1101 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450002 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450002 for Trailer, Cargo - M1101</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 776	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	<p>FOURTH ORDERING YEAR</p> <p>NSN: 2330-01-387-5443 NOUN: M1101 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450002 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450002 for Trailer, Cargo - M1101</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1793	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5443 NOUN: M1101 CARGO TRAILER FSCM: 19207 PART NR: P/N: 12450002 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.2 and TDP 12450002 for Trailer, Cargo - M1101</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1231	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424 NOUN: LTT HEAVY CHASSIS FSCM: 19207 PART NR: P/N: 12450001 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.3 and TDP 12450001 for Chassis, Trailer - HMT</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 371	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424 NOUN: LTT HEAVY CHASSIS FSCM: 19207 PART NR: P/N: 12450001 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.3 and TDP 12450001 for Chassis, Trailer - HMT</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 210	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424 NOUN: LTT HEAVY CHASSIS FSCM: 19207 PART NR: P/N: 12450001 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.3 and TDP 12450001 for Chassis, Trailer - HMT</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 549	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424 NOUN: LTT HEAVY CHASSIS FSCM: 19207 PART NR: P/N: 12450001 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.3 and TDP 12450001 for Chassis, Trailer - HMT</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 677	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424 NOUN: LTT HEAVY CHASSIS FSCM: 19207 PART NR: P/N: 12450001 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.3 and TDP 12450001 for Chassis, Trailer - HMT</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12450001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 878	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p>CLINS 0041-0042 ARE THE HMMWV CROSSMEMBER REINFORCEMENT KIT. EACH M1101 CARGO TRAILER WILL BE DELIVERED WITH 2 EACH HMMWV CROSSMEMBER REINFORCEMENT KITS SHIPPED AS OVERPACK.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-477-6589 NOUN: CROSSMEMBER MOD KIT FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K3561</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1404	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2540-01-477-6589 NOUN: CROSSMEMBER MOD KIT FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K3561</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1722	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2540-01-477-6589 NOUN: CROSSMEMBER MOD KIT FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K3561</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1522	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2540-01-477-6589 NOUN: CROSSMEMBER MOD KIT FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K3561</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 3586	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2540-01-477-6589 NOUN: CROSSMEMBER MOD KIT FSCM: 19207 PART NR: P/N: 57K3561 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.1 and TDP 57K3561 for Modification Kit, CrossMember Reinforcement</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 573561</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 2462	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<p>CLINS 0051-0055 ARE FOR THE TACTICAL QUIET GENERATOR (TQG) INTEGRATION KIT. REFERENCE SOW C.1.6.2 TQG INTEGRATION KITS WIL BE ORDERED WITH A HEAVY CHASSIS THAT WILL BE MODIFIED TO ACCEPT THE KIT. PRICE OFFERED SHOULD REFLECT TOTAL PRICE TO PROVIDE THE KIT, MODIFY THE CHASSIS AND INSTALL THE KIT ON THE CHASSIS.</p> <p style="text-align: center;">(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 0000-00-000-0000 NOUN: TQG INTEGRATION KIT FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.2 and TDP for TQG Kit Drawings.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 13230E6565</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 343	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 0000-00-000-0000 NOUN: TQG INTEGRATION KIT FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.2 and TDP for TQG Kit Drawings.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 13230E6565</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 180	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 0000-00-000-0000 NOUN: TQG INTEGRATION KIT FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.2 and TDP for TQG Kit Drawings.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 1320E6565</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 523	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 0000-00-000-0000 NOUN: TQG INTEGRATION KIT FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.2 and TDP for TQG Kit Drawings.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 13230E6565</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 653	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 0000-00-000-0000 NOUN: TQG INTEGRATION KIT FSCM: 19207 PART NR: P/N: 13230E6565 SECURITY CLASS: Unclassified</p> <p>NOTE: Reference SOW at C.1.6.2 and TDP for TQG Kit Drawings.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 13230E6565</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING SHEET LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 854	EA	\$ _____	\$ _____
0061	<p><u>CONTRACT DATA REQUIREMENTS LISTS (CDRLS)</u></p> <p>NOUN: CDRLS - NOT SEPARATELY PRICED SECURITY CLASS: Unclassified</p> <p>CDRLS - NOT SEPARATELY PRICED</p> <p>Reference Attachment 006, CDRLs A001-A006.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>		EA	\$ _____	\$ _____
			EA	NSP	

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</p>				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. Description/Specifications

C.1. General. The contractor shall deliver Light Tactical Trailers (LTTs) consisting of the M1101, M1102 and Chassis Trailers, Crossmember Reinforcement Modification Kits and Tactical Quiet Generator (TQG) Integration Kit to the Government, which fully comply with the requirements of the Technical Data Packages and drawings listed below and in the Attachments section of this solicitation.

C.1.2. M1101/M1102 Cargo Trailers. The Light Cargo (M1101) and the Heavy Cargo (M1102) Trailers have identical configurations, with the exception of the data plates. The M1101 is manufactured in accordance with TDP 12450002, dated 10/25/01 (Attachment 001). The M1102 is manufactured in accordance with TDP 12450003, dated 10/25/01 (Attachment 001).

C.1.3. Chassis. The Chassis will be manufactured in accordance with requirements of TDP 12450001, dated 12/4/01 (Attachment 001). Manufacture of the Chassis may also include the manufacture and installation of a Tactical Quiet Generator (TQG) Integration Kit in accordance with P/N 13230E6565 (Attachment 002) and paragraph C.1.6.2, below.

C.1.4. LTTs. In addition to the requirements of the TDPs listed above, the contractor must also incorporate the Engineering Release Record (ERR) and Engineering Change Proposal (ECP) changes attached in LTT Images (Attachment 001), review and comply with Paragraphs C.1.4(a) - C.1.4 (k) below and with the LTT Addendum incorporated at Attachment 003. ATPD 2171, AMD #16 (Attachment 004) is provided as reference for the performance requirements for the LTTs and for quality, testing, and inspection criteria information.

C.1.4 (a) Lifting and Tie downs Provisions, Drawing 12342354, in TDP 12450001, 12450002, 12450003) MIL-STD 209J requires the use of welding to secure the nut to avoid careless removal of the shackle from the trailer. In order to meet this requirement on the current tiedown shackles (p/n 12342354) the required procedure is tac weld the shackle nut (p/n 12449398-1) to the shackle bolt (p/n 12449378-2) in two places, 180 degrees apart instead of using the cotter pin (p/n 12449364-1) to secure the nut on the bolt. This requirement applies to the two shackles in the front and two in the rear of the trailer. The material and configuration requirement for an improved shackle, which is referenced in MIL-STD-209J (MIL Spec RR-C-271 D, Type IVA, class 3, grade B), has been waived by the Military Traffic Management Command (MTMC), for this requirement.

C.1.4 (b) Dissimilar Metals in TDP 12450001, 12450002, 12450003 IAW MIL-STD-889, Dissimilar metals shall not be used in intimate contact with each other and shall be protected against galvanic corrosion. Individual parts that are mated to a dissimilar metal must be finished IAW the following:

Finish:

Clean IAW TT-C-490, Method Optional

Pretreat IAW TT-C-490, Type I or III

Prime IAW MIL-P-53084, MIL-P-53022, or MIL-P-53030

For example, this note appears on drawings 12449533, Bracket, Front Tiedown and 12449534, Latch, Support Tailgate. This requirement is not limited to drawings that contain the note. In the absence of this note on a drawing for a part that will mate to dissimilar metals, this requirement applies.

C.1.4 (C) DS2 Bracket, Mounting, Decontamination, drawing 12449569 in TDP 12450001, 12450002, and 12450003.

Decontamination bracket referenced in Commercial Item Description (CID) A-A-52513 Bracket Assembly, Liquid Container, Five Gallon (NSN: 2590-00-473-6331) is an acceptable alternative to Bracket drawing 12449569. Mounting modifications shall be made to accommodate the alternative bracket by implementing a jig made in the same configuration as decon bracket 12449569. Adjustments and modifications include: drilling one hole in the steel, center drawbar, and drill and insert rivnuts (similar to the Soft top kit rivnuts) in the right and left aluminum drawbars. Holes shall accommodate 2 inch x 2/8 inch bolts (Grade 5 minimum), lock washer, flat washer and a 0.852 inch by 0.875 inch spacer (reference drawing 12449573, Bracket, Spacer, Mounting for guidance. A jig shall be prepared in the same configuration as the alternative decon bracket 12449569.

Name of Offeror or Contractor:

C.1.4 (d) The following applies to Drawing 12449370, Lever, Hand Brake, in Zone B-C, 6-8, for Suggested Source(s) of Supply (SOS):

Remove Suggested Source of Supply

PART NO.	VENDOR ADDRESS	VENDOR CAGE CODE	VENDOR PART NO.	ITEM IDENTIFICATION
12449370	Orschelen Co. 1177 N. Morley Morley, Missouri 65270	92867	01191510	19207-12449370 MFR 92867-01191510

Add Suggested Sources of Supply

PART NO.	VENDOR ADDRESS	VENDOR CAGE CODE	VENDOR PART NO.	ITEM IDENTIFICATION
12449370	Kratske Machining Co. N6486 Banner Rd Wittenberg, WI 54499	081X2	3002	19207-12449370 MFR 081X2-3002
12449370	Schutt Industries Co. 185 Industrial Dr. Clintonville, WI 54929	1CSL0	171001	19207-12449370 MFR 1CSL0-171001

C.1.4 (e) Dimension and Strength Requirements Surge Brake Housing, drawing 12479772, Housing, Machined Sheet one of two, in TDP 12450001, 12450002, and 12450003.

Surge Brake Housing drawing 12479772 in the LTT Image file has the wrong dimensions associated in the drawing on zone C, 5-6. A marked up drawing is provided in Attachment 003. The dimension 9.44 +/- 0.2 applies above the notch shown while the dimension 9.325 is applicable beneath the same notch. In a future ECP, the drawing will be corrected to accurately show these dimensions. The attached marked-up drawing is provided for clarification.

C.1.4 (f) Reference Slide (Lunette) drawing 12479774 and Housing drawing 12479772 in TDP 12450001, 12450002, and 12450003. Silver Eagle Manufacturing Company (CAGE: 01084), has qualified as an Approved Source on the above part numbers. Additional contact information for approved sources is provided as follows:

Rock Island Arsenal
c/o Arsenal Plans and Programs, Business Development Office
ATTN: SOSRI-AP (William Peiffer)
1 Rock Island Arsenal
Bldg 210, Room 213
Rock Island, IL
Phone: Com 309-782-5178; DSN 793-5178; fax 309-782-3153; Email: www.ria.army.mil <http://www.ria.army.mil>

Silver Eagle Manufacturing Company (CAGE: 01084)
5825 NE Skyport Way
Portland, OR 97218-1249

POC: Rita Rhodes (503-335-2101) Email: Rita.rhodes@silvereagle.mfg.com
Reference paragraph C.20 for Surge Brake Certification Procedures.

C.1.4 (g) Wheel and Runflat Assembly TDP 12450001, 12450002, and 12450003

The following information is provided to clarify the requirement to the TDP. Tires shall be marked properly IAW MIL-STD-130 and NOTE 6: on drawing 12342644, for CAGE and part number. The Drawing for the latest wheel and runflat assembly for the Light Tactical Trailers is 12460176, found in the LTT Image file in Attachment 001. This configuration has the improved sidewall tire that was released under ERR AMGU1857. These new tires reflect the 3850 pound load rating (See drawings 12460176F1; 12460176F2; 12460176F3 in the LTT Images File and drawing 12342644E in TDP 12450001, 12450002, and 12450003). The old wheel and runflat assembly is p/n 12342641 and has a 3400 pound load rating, and should not be used. Additionally, the Goodyear part number on drawing 12342644 is changed from 734-232-008 to 734-123-154 for a better side wall on the tire. There is no longer a tire rim beadlock, p/n 12342639; this is all part of the runflat insert which has changed from p/n 12342638 to 12342638-1.

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C.1.4 (h) Drawing 12460176 in TDP 12450001, 12450002, and 12450003

NOTE 5.E on drawing 12460176 indicates to inflate tire to 30-45 psi to seat the tire beads and deflate to desired inflation pressure. The desired inflation pressure is 17 psi per the TM.

C.1.4. (i) Drawing 12379989, ECP TAC-U-5194 in TDP 12450001, 12450002, 12450003 ECP TAC-U-5194 is found in LTT Images file. All NORs apply to this solicitation. On Drawing 12379989, Steel Drawbar Tube contractors are requested to thoroughly review and comply with the notes specifying the chemical composition.

C.1.4 (j) Drawing 12475707, Drawbar Plate, ECP TAC-U-8437 in TDP 12450001, 12450002, 12450003

Drawing 12475707, Drawbar Plate is in the LTT Images file. It was add per ECP TAC-U-8437. This three-piece steel weldment replaces bottom, aluminum drawbar plate, 12449518 and the one piece bracket, pivot pin, jack, drawing 12449520. The three piece weldment material shall be per ASTM A572/50, Standard Specification for High Strength Low Alloy Columbium-Vanadium Structural Steel, and that the weldment is made IAW ASTM A6/6M, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.

C.1.4 (k) P/N 12479188, ECP TAC-U-6740, Pedestal/Retractable Landing Leg, in TDP 12450001, 12450002, and 12450003

P/N 12479188 was incorporated by ECP TAC-U-6740 to provide a landing device with a 5000 pound load capacity. P/N 12479188 is found in the LTT Images file. This replaces P/Ns 12449505 and P/N 12449368.

C.1.5. Reference Drawings. TDP 57K4152, Cargo Covers, is provided for reference only. Cargo Covers are not purchased on this contract but reference drawings are provided for integration information.

C.1.6. Kits.

C.1.6.1. Crossmember Reinforcement Modification Kit. The production of M1101 cargo trailers will require the manufacture of Modification Kit, Crossmember Reinforcement, in accordance with TDP 57K3561, dated 13 June 2003 (Attachment 001). Two (2) each of this kit will be manufactured and over-packed with every M1101 cargo trailer delivered. The kit will be over-packed so that no damage occurs to either the trailer or kit during transport and handling.

C.1.6.2. Tactical Quiet Generator (TQG) Integration Kit. The TQG Kit consists of Assembly Drawing 13230E6565 and all parts identified on Top Assembly drawings 13230E6520, 13230E6530, 13230E6540, 13230E6550 and 13230E6560 minus the generator, Find No. 2 and Plate, Identification, Shipping Data, and Find No. 6 (P/N 13230E6521) (Attachment 002). The following stand alone drawing is included as part of the TQG Integration Kit: 13230E6855. The TQG Kit will be ordered with the LTT Chassis, modified and assembled with components described below. The price of the kit includes all chassis modifications and assembly required to install the kit components. The TQG kit modifies the Chassis trailer to accept Generators/Power Units identified on Top Assembly drawings 13230E6520, 13230E6530, 13230E6540, 13230E6550 and 13230E6560. The contractor is responsible for providing all items listed on the Top Assembly Drawings except for Find No. 2, the generator and Find No. 6 (P/N 13230E6521). The TQG kit will be installed on a modified LTT Chassis, P/N 1245001 (less components identified below) , built through the manufacturing cycle to be configured in accordance with Drawing 13230E6565.

a) Each TQG Integration Kit shall consist of the LTT Heavy Chassis, P/N 12450001, configured without the following components:

PART NO.	QTY	DECSRIPTION
12449569	1	Bracket, Mounting - Decontamination
12449593	2	Mount, Stabilizer Chassis Trailer
12449586-1	1	Plate, Side, Lamp Support (right)
12449586-2	1	Plate, Side, Lamp Support (left)
12449587-1	1	Plate, End, Lamp Support Rear (right)
12449587-2	1	Plate, End, Lamp Support Rear (left)
12449591	2	Stabilizer Assembly Rear Chassis
12449597	2	Bracket, Storage, Stabilizer Leg

b) Each TQG Integration Kit shall be integrated with the following TQG fabricated parts:

PART NO.	QTY	DECSRIPTION
13230E6567-1	1	Floor, Side (Curb Side)
13230E6567-2	1	Floor, Side (Road Side)

*THE FOLLOWING PARTS ARE INSTALLED ON THE CHASSIS:

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13230E6568	1	Floor, Center
13230E6569-1	1	Assembly, Rail, Mounting Generator (Right Hand)
13230E6569-2	1	Assembly, Rail, Mounting Generator (Left Hand)
13230E6571-1	1	Fender Assembly (Right Hand)
13230E6571-2	1	Fender Assembly (Left Hand)
13230E6524	4	Clip, Frame, Corner
13230E6564-1	1	Flooring, Side, Inner (Right Hand)
13230E6564-2	1	Flooring, Side, Inner (Left Hand)
13214E1206	1	Landing Leg Assembly (NOTE: assembly drawing; dwgs are listed in parts list)
13229E7946	1	Accessory Box
13230E6389		Deck Covering
13230E6855	1	Identification Plate
13230E6858	1 set	Fire Extinguisher Bracket.

***THE FOLLOWING PARTS ARE OVERPACKED IN THE ACCESSORY BOX:**

123211E75 41	1	Fuel Drum Adapter (NOTE: Assembly drawing; associated dwgs are listed in parts list)
13226E7741	1	Ground Rod Driver/Puller
13230E6831	1	Fire Extinguisher
Doc. No. GGG-H-86**	1	Hammer, Hand, Engineer, 8 lb. type X. CL 1
Doc. No. W-R-550**	1	Rod, Ground, Driven, Sec. 9ft.Type 3. CL B
MS24519-7 **	1	Elbow, Pipe to Hose
M6000-E-00200 **	1	Hose, Rubber
Doc. No. SAE J1508**	1	Clamp, Hose, Type F, Size 12
MS39347-2 **	1	Terminal, Post, Service and Ground
AA55610-158**	1	Washer, Lock (1/4)
MS15795-853**	1	Washer, Flat (1/4)
MS35691-3**	1	Nut, Plain, Hex (.250-20)

**Identified on Top Drawing 13230E6520, Find Nos. 23-27 and 29-32

TM 9-2330-392-14&P will be provided as Government Furnished Material (GFM) and will be overpacked in the accessory box. All items to be overpacked will be secured such that no damage or pilferage occurs during shipping and storage. The Accessory Tool Box will be secured for shipment with metal tie downs.

c) An identification data plate for the Chassis Trailer/TQG Integration Kit shall be affixed to the trailer. P/N 13230E6855 is provided for format and bidding purpose only. Data plate information (i.e., MDL Number, etc.) will be specified at the time of delivery order. NOTE: The TQG Integration Kit Data Plate, P/N 13230E6855 will be provided in addition to the Chassis Data Plate, P/N 12449613, and NSN: 2330-01-387-5424.

d) TQG Generator Mounting Hardware Sets shall be provided by the contractor. TQG Generator Mounting Hardware Sets are reflected on the Top Assembly Drawings 13230E6520, 13230E6530, 13230E6540, 13230E6550, and 13230E6560 Find Numbers 9 through 12. The quantities to be supplied with each TQG Integration Kit are as follows; Find Numbers 9, 10, 12: qty 8. Find number 11: qty 16. These quantities supercede the quantities shown on each Top Assembly Drawing. These items shall be provided by the contractor, packaged and placed in the Accessory Box.

e) The fire extinguisher shall be provided by the contractor, packaged and placed in the Accessory Box.

f) All TQG Integration Kit fender and floor surfaces will be painted with non-slip paint in accordance with 97403-13230E6389. Disregard all reference to Diamond Treadplate Pattern and instead use standard aluminum alloy plate. All Chassis with TQG Integration Kits will be painted green 383 unless otherwise specified. (Disregard all drawing references to Treat and Paint in Accordance with MIL-T-704, Type G.)

C.1.7. Data Plates. The contractor shall identify the current contract number and the appropriate model number on the data plates.

C.1.8 Paint. Trailers shall be painted Green 383, Tan 686, or Standard Camouflage in accordance with 97423-13228E1644. Required paint color(s) will be identified in each Delivery Order placed under this Contract.

C.1.9. Electronic Data Delivery. Unless otherwise required, data requirements specified herein shall be delivered in an electronic format. The file format and delivery method will be dependent upon the file type and size. The files shall be MS Windows 95/MS Office 97 Professional software compatible. Available methods of delivery are: electronic mail, file transfer protocol, 3.5 inch HD floppy disk, CD-ROM, Iomega Zip or Jazz. Details regarding the electronic delivery of the data deliverables will be coordinated with the Procuring Contracting Officer (PCO) or the PCO's designated representative.

C.1.10. Meetings. Meetings such as In-Process Reviews (IPRs) will be held on an as-needed basis, not to exceed four per year. Dates and locations of meetings will be coordinated with the PCO or the PCO's designated representative. A start of work meeting will

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occur at the contractors facility, within 30 days of contract award.

C.2. Configuration Management/Engineering Changes. The contractor shall maintain configuration status accounting and engineering records of all configuration changes incorporated into the trailers and kits. These records may be maintained in a database in the contractor's format. The point of production effectivity for each engineering change (ECP, RFW/RFD) shall be included on the Production Database required in paragraph C.4 below.

C.2.1. Definitions:

C.2.2. Waiver. A Request for Waiver (RFW) is a one-time contractor request that the Government accept one or more items from a production run that do not conform to the Technical Data Package (TDP) requirements. Waivers are submitted after the nonconformance has occurred. They are usually for a specific number of units.

C.2.3. Deviation. A Request for Deviation (RFD) is a one-time request to deviate from TDP requirements. The contractor must submit its deviation request before deviating from the TDP requirements. A deviation can be requested for a specific number of parts or the entire contract quantity.

C.2.4. Engineering Change Proposal (ECP). An ECP is a request that the Government permanently change some requirement of the TDP. ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows the Government ninety days to process routine ECPs. If a response is required in less than ninety days to meet contract requirements, the contractor must submit a waiver or deviation along with its ECP. Information on RFW's/RFD's/ECP's can be found on the web at <http://contracting.tacom.army.mil/engr/engrchange.htm>. ECP(s) request will be done in accordance with CDRL A004.

C.2.5. Request for Deviation/Request for Waiver (RFD/RFW). The contractor shall seek written Government authorization if, during the life of this contract, there is a need to temporarily depart from any performance or design requirement of a specification, drawing, or other document for an exact number of units or a specified period of time. All Deviation(s) will be done in accordance with CDRL A001.

C.2.5.1. The name of the system/item being changed shall be identified on each RFD/RFW submitted. The contractor shall place the following weapon system code at the top of each RFD/RFW form: LTT. The RFD/RFW shall be prepared and submitted in accordance with DICMAN-80642C and CDRL A001.

C.2.5.2. The contractor is advised that contractual changes are made only by the PCO or the ACO (within his/her delegated authority). No other Government representative, whether in the performance of technical oversight or administration, is authorized to make any commitment to the contractor concerning performance, deviations or waivers. The submission of an RFD/RFW shall not be cause for an excusable delay under this contract and will not relieve the contractor of compliance with the contract delivery schedule. The Government will not be responsible for additional costs to the contractor associated with any changes submitted under the contract, nor shall the Government be liable for costs incurred by the contractor for any delay in contract performance, which may result from any requested change.

C.2.5.3. Changes resulting from RFD/RFWs shall be incorporated into production through contract modification. Actual cut in of these changes shall be at a single end item cut in point and will be negotiated into the contract. Each RFD/RFW shall be applied to the production line at one time in their entirety. The contractor shall maintain the original effectivity point certification on file and provide the Government with the serial numbers of the trailers affected by the waiver/deviation.

C.2.5.4. RFD/RFWs affecting safety are not authorized. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall prepare an Engineering Change Proposal (ECP) in accordance with paragraph C.2.4.

C.3. Engineering Change Proposals (ECPs). For Government-initiated ECPs, which alter the current production configuration, the contractor shall prepare and submit related cost information within fifteen (15) days of receipt of the ECP (see CDRL A004). The contractor shall provide documentation to support increases/decreases in the unit price and total amount of any trailer(s) that are affected by the change. This support shall include the cost of tools and inspection equipment, cost of obsolescence and packaging, etc., if affected. The contractor shall also indicate the estimated production effectivity. When engineering changes are incorporated into the contract via a contract modification, the contractor shall provide the Government with actual serial numbers of the trailers changed during production.

C.3.1. For contractor initiated ECPs, the ECP will be prepared using DD Form 1692. The ECP shall provide: a) complete documentation of the change, including any applicable drawings; b) complete cost information and all supporting cost documentation; c) the estimated production effectivity point; and d) any impact to logistical support (spare parts), to include technical documentation, sufficient for technical manuals and provisioning, for the trailer.

C.4. Production Database. The contractor shall maintain a database (CDRL A005) that will track and sort vehicles by serial and registration numbers, build and ship dates, CLIN, vehicle model number, ship to location, document number, and DD250 and GBL numbers. In addition, the database shall track per vehicle, all engineering changes incorporated according to ECP and/or RFW/RFD Number. Any

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applicable engineering notes may also be included in the database. This database shall be updated and submitted to the Government electronically once a month. The database shall keep current as vehicles are shipped. The Contractor shall maintain the database for a period of four (4) years following completion of the Contract.

C.5. Hazardous Substances/Materials. The contractor shall consider pollution prevention in its efforts to eliminate (or reduce, if elimination is not feasible) the use of hazardous substances and environmentally unacceptable materials, including stratosphere ozone depleting substances, such as chlorofluorocarbons and halon. The contractor shall identify the source of environmental pollution throughout the manufacturing process. The contractor shall use appropriate procedures for handling and disposing of hazardous materials, parts and industrial by-products resulting from the efforts under this contract. The contractor shall certify that it is in compliance with federal, state and local laws, and regulations that deal with hazardous substances and environmentally unacceptable materials. The contractor shall identify and accomplish the tasks necessary to eliminate or reduce known hazardous substances and environmentally unacceptable materials, and wastes as identified in the applicable federal, state, and local laws and regulations.

C.6. Product Assurance.

C.6.1. Quality System. The contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements. The contractor shall implement the requirements of ANSI/ASQC Q9001, ISO 9001, tailored to ISO 9002 or an equivalent quality system model; no third party certification is required. The Government reserves the right to conduct a quality audit of the contractor's system as part of the review of the contractor's program. A fifteen-day notification will be provided to the contractor prior to conduct of an audit.

C.6.2. Physical Configuration Audit (PCA). A PCA shall be conducted to determine that the hardware is representative of the technical data that defined the product baseline, plus any approved Engineering Change Proposals (ECPs). The PCA shall be conducted by a PCA team, to verify the as built version of the trailer against its technical documentation in order to establish the configuration items product baseline. The team shall be composed of key personnel from: TACOM Quality Assurance, DCMA QAR, and the contractors Quality Management office. The documentation shall include: drawings, specifications, technical data and tests utilized in the production of the item. The PCA events shall include:

Prepare PCA Plan: Plan shall identify scope, team members, contractor coordination (minimize impact on production schedules), and DCMA (QAR) support. The PCA Plan will be prepared/presented at Start-of-Work via contractor & government coordination.

PCA Preparation: The PCA Plan shall address, suitable areas for inspections, availability of inspection tools (bonded areas, if applicable), calibration status, and availability of selected parts and tools needed for the breakdown of subsystems for component inspection, inspection records, and review of PCA Plan.

A PCA shall begin as items are incrementally produced and introduced into the system for initial production.

C.7. Preservation/Packaging.

C.7.1. Kits. All kits to be delivered under this contract shall be processed in accordance with the contractor's standard commercial practice, sufficient to ensure safe delivery to the receiving office/activity.

C.7.2. Vehicles. The contractor's preservation and packaging procedures shall protect trailers during shipment, handling, and temporary storage for up to 90 days from the date shipped. Adequate protection and security must be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration, and any other conditions incidental to distribution of the trailers.

C.8. Marking.

C.8.1. Vehicles and kits. Each trailer and kit shall be marked in accordance with MIL-STD-129 for shipments to the Department of Defense.

C.9. Inspection and Acceptance

C.9.1. Inspection Records. Inspection records of the examinations and/or tests (either in-process or end item) performed by the contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

C.9.2. The Government reserves the right to inspect end items or any parts/components during manufacturing processes commensurate with that herein provided for quality requirements and plans, and reject such material that does not conform to Government drawings/specifications. Such inspections by the Government may be performed at the contractor's predetermined inspection stations. The contractor shall correct all deficiencies detected during any contractor or Government inspection (end item or in-process), at no cost to the Government. During any Government inspection, the contractor shall provide inspection assistance upon request.

C.10. Inspection Equipment.

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C.10.1. Except as otherwise expressly provided under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to ensure that end item components conform to contract requirements. All contractor-furnished inspection equipment shall be available for government use on or before the start of production. The Government will not furnish any inspection equipment under this contract.

C.10.2. The contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the contractor.

C.11. Final Inspection.

C.11.1. The contractor shall perform 100% Final Inspection of the end item, including road test, in accordance with the requirements of the Technical Data Package (TDP) and the Purchase Description (Attachment 004) utilizing the Final Inspection Record (FIR) (Attachment 005). The contractor shall retain copies of the FIR(s). Deficiencies disclosed during inspection by the contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. The FIR includes inspection criteria for all kits and special equipment that may be installed in each body style. The FIR shall be updated to reflect all Government approved configuration changes. Such updates will be subject to Government approval. The contractor shall submit the completed and certified copy of the FIR to the Government inspector with each end item inspected and offered for acceptance by the Government. If the contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, he must obtain written approval from the Contracting Officer prior to employing any other form for this purpose.

C.11.2. The contractor, at its discretion, may develop procedures and incorporate these procedures to accomplish in-process inspection of select FIR characteristics. The selection of FIR characteristics and procedures will be subject to Government approval prior to implementation. There shall be a method to document and describe, in writing, deficiencies detected during inspection of select FIR characteristics by the contractor. This method shall be subject to Government approval. This documentation shall also be included with the FIR for each vehicle. The contractor shall submit a completed copy of the FIR and, if applicable, documentation and description of select FIR characteristics inspected in-process to the Government inspector with each item inspected and offered to the Government for acceptance. The contractor shall correct all deficiencies detected during contractor Final Inspection prior to offering the end item for acceptance inspection by the Government. The contractor shall correct all deficiencies disclosed as a result of contractor and/or Government final inspections at no additional cost to the Government.

C.11.3. Final contractor inspection of vehicles on a sampling basis will not be authorized by the Government during the term of this contract.

C.12. First Production Vehicle Inspection (FPVI): As specified in paragraphs 4.3 through 4.3.5 of ATPD 2171 the Contractor and subsequently the Government shall perform an FPVI on one each per model number of the first five vehicles produced. During the Government performed In-process inspection (paragraph 4.3.1 of ATPD 2171) the contractor shall make available all material certification specified in ATPD 2171. The contractor's inspection specified in ATPD paragraph 4.3.2.1 shall also include a verification inspection of over-all trailer dimensions, specified in ATPD paragraph 3.20 and empty trailer weights specified in ATPD paragraph 4.8.1.

C.13. Control Testing. The contractor shall perform the monthly control test as specified in paragraph 4.6 of ATPD 2171.

C.14. Government Testing. The Government will perform a Production Qualification Test (PQT) and may perform Comparison Testing (CPT) periodically throughout the contract period.

C.15. Production Qualification Testing (PQT) (See test requirements in paragraph C.17 below) will be scheduled and accomplished early in the production cycle to establish that the contractor has successfully implemented the necessary manufacturing processes and inspection procedures to produce a trailer in accordance with the detailed Engineering Technical Data Package and to meet testing requirements of ATPD 2171.

C.16. Comparison Testing (CPT) (See test requirements in paragraph C.17 below) will be scheduled and may be accomplished periodically throughout the production period to determine if the contractor is successfully maintaining manufacturing and inspection processes and procedures necessary to continuously produce a trailer in accordance with the technical data package and consistent with previously established quality levels.

C.17. Test Requirements: Initially, a 7,500 First Article/PQT Test to confirm endurance and reliability with three (3) M1102 cargo trailers and two (2) Chassis trailers with Tactical Quiet Generator (TQG) Integration Kits is required to support a Full Rate Production Decision and/or full Material Release for a new contractor. This test will be conducted at APG, MD. in accordance with paragraph 4.4 of ATPD 2171 and the mission profile, with applicable performance testing. Thereafter Comparison testing may entail performance of the 3000 mile road test, to the mission profile of paragraph 3.1.3 of ATPD 2171, and applicable performance tests cited in paragraph 4.7 and in the CPT column in Table III of ATPD 2171.

C.18. Test Incident Reports (TIRs). The contractor will be provided a copy of all Test Incident Reports (TIRs) directly from the test sites during Government test via e-mail. When directed by the Government, the contractor shall furnish a written Failure Analysis

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and Corrective Action report via email in accordance with data item DI-RELI-81315 and CDRL A003 for each TIR with an analysis of the test incident and corrective action taken or proposed to prevent recurrence of the incident on production items. Corrective action proposed by the contractor which requires configuration changes, shall be submitted to the Government for approval.

C.18.1. Interim failure analysis and corrective action responses shall be provided by the Contractor within the specified timeframes:

Critical defect - 72 hours upon Government Direction
Major defect - 10 days upon Government Direction
Minor defect - No interim response required

C.18.2. Final responses are required for all defects (critical, major and minor) within 30 calendar days after Government direction. All responses will be reviewed by a Government Failure Analysis/Corrective Action Review Board within 30 calendar days after receipt. If the Contractor's response is rejected, the Contractor will be officially notified and shall be required to resubmit the response within 30 calendar days.

C.18.3. Quality Deficiency Reports. The contractor shall investigate, provide failure analysis, and advise of corrective actions taken regarding all Product Quality Deficiency Reports (PQDRs), in accordance with CDRL A002. Standard Form (SF) 386 generated against supplies produced under this contract. QDRS shall be provided in accordance with CDRL A002.

C.19. Additional Contract Requirements

C.19.1. Subcontractor Sales to the Government. It is the Government's objective that the prime contractor involve subcontractors that will deliver quality components not only to the prime contractor, but also to the Government. In support of this objective, the contractor agrees, on a best effort basis, to arrange for a network of subcontractors that are willing to support the Government in the acquisition of component parts. Subcontractors should be encouraged to deal directly with the Government in supporting the acquisition of component parts, including the furnishing of cost and pricing data, where applicable. The identity of subcontractor sources of supply shall be made available for Government review when requested.

C.19.2. Technical Manuals. One copy of the combined (stand-alone) Technical Manual TM 9-2330-392-14&P shall be over-packed with each trailer delivered under this contract. The TM shall be in a waterproof jacket and attached or secured to the trailer. TMs will be reproduced by the Government and furnished to the contractor in bulk pack. The Government will provide the Technical Manuals 20 days prior to each delivery shipment due date. Contractor will be responsible to re-package the individual TMs.

C.19.3. Technical Data Package (TDP) Deficiencies. The TDPs and other drawings provided under this contract have been prepared and checked in accordance with accepted engineering practices. On the basis of previous experiences, however, it is reasonable to assume that such data may contain deficiencies, which would preclude, from an actual or practical standpoint, the manufacture or assembly of the vehicles in strict accordance with such technical data. Under this contract, the contractor has the responsibility to review, identify, and correct any such deficiencies during the manufacturing process, without any equitable adjustment in the contract price or delivery schedule. By way of example only, deficiencies which would preclude practical manufacture or assembly include: errors (or omissions) in drawings, tolerance stack-ups beyond the overall specified tolerance limitations for an item, dimensions resulting in no-fit condition, requirements for material which are not readily available nor suitable for production, conflicts between separate requirements of the technical data, processing requirements not suitable for production, etc. Contractor documentation of the deficiencies shall be presented to the Government for appropriate action. Such documentation shall be submitted through the ACOs office to: elwartj@tacom.army.mil, mcleishj@tacom.army.mil, and to dixong@tacom.army.mil.

C.20. Surge Brake Certification Process. The Surge Brake Slide and Housing, drawings 12479774 and 1249772 are restricted to specified manufacturer's part numbers as set forth in the Technical Data Package (Attachment 001) and Note 7 from the supplemental LTT Notes/Addendum (Attachment 003). As noted on the drawings, these items must be provided from the listed approved sources of supply. A substitute item shall not be used without prior approval by TACOM/LTV. Paragraphs C.20.1 through C.20.10 below outline the required certification process to get a substitute part approved.

Note: Offeror's responding to this solicitation must provide components from approved sources as specified in the Technical Data Package and meet all delivery requirements pending attempts to qualify a substitute part.

C.20.1. The contractor shall submit the following hardware items for certification purposes: one (1) Slide, p/n 12479774, one (1) Housing, p/n 12479772, one (1) bar stock sample for each part, one (1) tensile sample for each part.

C.20.2. The contractor shall submit the following test results and/or data for certification purposes: radiographic slides, casting inspection reports, chemical analysis reports, and physical analysis reports.

C.20.3. The slide shall be measured for dimensional conformity with a vernier caliper. The measured results shall be compared to the corresponding dimensions on drawing 12479774. If any measurements do not fall within the tolerances specified on the drawing, the slide shall be deemed unacceptable.

C.20.4. The surge brake housing shall be measured for dimensional conformity on cast and machined surfaces with a vernier caliper.

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The measured results shall be compared to the corresponding dimensions on drawing number 12479772. If any measurements do not fall within the tolerances specified on the drawing, the slide shall be deemed unacceptable.

C.20.5. The contractor shall submit radiographic slides of the surge brake housing. The slides shall be visually inspected for conformance to note 10 on drawing 12479772, which states the part, must meet the magnetic particle inspection requirements of MIL-STD-1907. The sample x-rays shall be compared to ASTM E446 standard x-rays, which define the acceptable limit for gas porosity and shrinkage. If the housing does not meet the requirements of the drawing for magnetic particle inspection, the part shall be deemed unacceptable.

C.20.6. The contractor shall submit radiographic slides of the slide. The radiographic slides of the slide shall be visually inspected for conformance to note 6 of drawing 12479774 which states the part must meet the magnetic particle inspection requirements of MIL-STD-1907. The sample x-rays shall be compared to ASTM E446 standard x-rays, which define the acceptable limit for gas porosity and shrinkage. If the slide does not meet the requirements of the drawing for magnetic particle inspection, the part shall be deemed unacceptable.

C.20.7. The slide shall be checked for conformance to the physical properties data specified in drawing 12479772, note 5 which specifies ASTM-A148, CLASS 130-115. If the data in the physical and chemical analysis reports falls within the limits which are specified in ASTM-A148, CLASS 130-115 the slide sample shall be deemed acceptable.

C.20.8. The housing shall be checked for conformance to the physical properties data specified in drawing 12479774, note 7. If the data in the physical and chemical analysis tables fall within the limits specified in the material specification ASTM-A148, CLASS 130-115, the housing shall be deemed acceptable.

C.20.9. An interchangeability test shall be performed on the slide. The slide shall be installed onto a Light Tactical Trailer equipped with Rock Island Arsenal surge brake housing. The criterion for this test shall be that the slide fit into the housing. If the slide fits into the housing, the slide meets the requirements for interchangeability.

C.20.10. An interchangeability test shall be performed on the housing. The housing shall be installed onto Light Tactical Trailer equipped with the Rock Island Arsenal Lunette/Inner Slide. The criterion for this test will be that the slide fit into the housing. If the housing provides adequate clearance for the slide, the housing shall meet the requirements for interchangeability.

*** END OF NARRATIVE C 001 ***

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
2	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall deliver 1,3, 2 respectively unit(s) of Contract Line Item 0001AA, 0001AB, 0003AA respectively within 150, 150, 150 respectively calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE Clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government, to the Government at the following address: TO BE DETERMINED for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 180 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components for, or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

3	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000
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(a) The approved first article/first production vehicle inspection (FPVI) items, as described elsewhere in this solicitation, consist of 4 each M1102 Trailers, 2 each Heavy Chassis with TQG Integration Kits and 6 each Crossmember Modification Kits, that will not be consumed or destroyed in testing. Any items consumed or destroyed in testing shall be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. Once the M1102 Cargo Trailers successfully pass all specified tests, the FPVI Trailer will serve as a manufacturing standard for the remainder of the contract. NOTE: There will be one (1) M1102 Trailer that will remain at the Contractor's

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facility as a manufacturing sample. Any changes made on the First Article Test Trailers/Kits (M1102 Trailer; Heavy Chassis, Trailer; Modification Kit, Crossmember Reinforcement, TQG Integration Kit) will be incorporated on the First Production Vehicle Inspection (FPVI) Trailers.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

4 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

5 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to each Delivery Order, issued after Delivery Order 0001, under this contract:

(1) Trailer, Cargo M1101s, M1102s and Heavy Chassis, Trailer. Start deliveries 150 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 60 trailers every 30 days. You'll deliver a maximum of 300 trailers every 30 days. This schedule will apply after the First Article is approved and the Government has approved Full Rate Production.

(2) Modification Kit, Crossmember Reinforcement. Start deliveries 120 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 30 Kits every 30 days. You'll deliver a maximum of 300 Kits every 30 days. This schedule will apply after the First Article is approved and the Government has approved Full Rate Production.

(3) TQG Integration Kits. Start deliveries 150 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 1 Kit every 30 days. You'll deliver a maximum of 100 Kits every 30 days. This schedule will apply after the First Article is approved and the Government has approved Full Rate Production.

(4) Delivery Order 0001 will be issued upon award of this contract. The Delivery Schedule for Delivery Order 0001 requires delivery of vehicles and kits for First Article Test and Low Rate Production for trailers pending approval of the First Article Test. The following Delivery Schedule applies to Delivery Order 0001.

Test Articles:

Quantity	MDL	DARO
4 each	M1102	150
2 each	Heavy Chassis	150
2 each	TQG Integration Kits	150
6 each	HMMWV Crossmember Kits	120

M1101/M1102 Initial Production Articles:

Quantity	MDL	DARO
10 each	M1101 or M1102	180
10 each	M1101 or M1102	210
10 each	M1101 or M1102	240
20 each	M1101 or M1102	270
48 each	M1101 or M1102	300
72 each	M1101 or M1102	330
80 each	M1101 or M1102	360
80 each	M1101 or M1102	390
80 each	M1101 or M1102	420
80 each	M1101 or M1102	450
80 each	M1101 or M1102	480

* The delivery schedule above for M1101/M1102 Initial Production Articles is based on the Government's best estimate of the testing schedule for First Article Approval and a Full Production Rate Decision. Notwithstanding the above minimum delivery requirement, the maximum monthly delivery quantity requirement on Delivery Order 0001 is 120 each, every 30 days beginning 180 DARO.

HMMWV Modification Kit, Crossmember Reinforcement:

Quantity	DARO
89 each	150
89 each	180
89 each	210
89 each	240
89 each	270
89 each	300
89 each	330
89 each	360

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(5) You can deliver more than the maximum number of units every thirty days: WITH THE APPROVAL OF THE PCO AT NO ADDITIONAL COST TO THE GOVERNMENT.

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-16	PROGRESS PAYMENTS (ALTERNATE I--March 2000)	APR/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
5	52.233-3	PROTEST AFTER AWARD	AUG/1996
6	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
8	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
9	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
10	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
11	52.247-29	F.O.B. ORIGIN	JUN/1988
12	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
13	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
14	52.248-1	VALUE ENGINEERING	FEB/2000
15	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
16	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
17	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
18	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
19	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service _____
 Identification _____ Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified

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products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

20 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR JUN/2003
EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clause, which is 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 (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR 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:

- (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 Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business 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 (15 U.S.C. 637 (d)(2) and (3)).
- (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (10) (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.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (E.O. 11755)
- (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
- (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (16) 52.222-26, Equal Opportunity (E.O. 11246)
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (22) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
 - (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
- (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

(28) 52.232-30, Installment Payments for Commercial Items(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 (31 U.S.C. 3332).

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

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

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

___(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, 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:

___(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 Act 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)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (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 (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. 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 (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 (E.O. 11246);

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

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

(v) 52.222-41, Service Contract Act of 1965, As Amended, 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 (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)

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Name of Offeror or Contractor:

21 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five (5) years.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)

22 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of 3,600.
(2) Any order for a combination of items in excess of 3,600; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

23 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) and one-half (1/2) years

[End of Clause]

24 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS JUN/2003

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(Alternate I)
(Alternate II)
- 252.247-7024 Notification of Transportation of Supplies by Sea (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 (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

25 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES MAR/2000
(TACOM)

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For

Name of Offeror or Contractor:

purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: FF-B-187 and MIL-C-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

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52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

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trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

27

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the

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extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

28 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

29 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

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e)

30 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

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31 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

32 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001
(TACOM) (CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness

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limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

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(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

35 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001
(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials
Warren, MI 48397-5000

[End of Clause]

36 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

37 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean

Name of Offeror or Contractor:

Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- () have
- () have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____

Name of Offeror or Contractor: _____

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

38 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

39 52.246-4010 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25GIU	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna

Name of Offeror or Contractor:

		New Cumberland, PA	New Cumberland, PA	New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

40 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS MAR/2001
(TACOM)

(a) Application: MIL-STD-1261

(b) Scope:

(1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.

(2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

(c) Discontinuities:

Name of Offeror or Contractor:

(1) Cracks - A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone. No cracks are allowed

(2) Porosity - Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.

(i) Maximum pore size shall be 1/16 inch.

(ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

(3) Overlap - Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.

(i) A radiused tie-in must exist with the parent metal.

(ii) The overlap condition must not exceed 10% of the total weld length.

(4) Slag Inclusion - Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes. No slag inclusions are allowed.

(5) Undercut - Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.

(i) For base materials .25 inch and less in thickness, no undercutting is permitted.

(ii) For base materials greater than .25 inch thickness:

(A) The maximum depth of undercut shall be 1/32 inch.

(B) The undercut must have a width not less than twice the depth.

(C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

(d) Weld Size:

(1) Fillet Welds:

(i) Fillet welds shall be measured using fillet weld gages.

(ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.

(iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.

(2) Groove Welds: No underfill is allowed.

[End of Clause]

41 52.246-4026 LOCAL ADDRESS FOR DD FORM 250
(TACOM)

MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

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Name of Offeror or Contractor:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

42 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
(TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)_____
(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)_____
(Address) (City) (County) (State) (Zip)

[End of Clause]

43 52.247-4004 MARKING REQUIREMENTS FOR EXPORT SHIPMENT FEB/1998
(TACOM)

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

44 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

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Name of Offeror or Contractor:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

45

52.247-4016
(TACOM)

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

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 TRACEABILITY 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.

[End of Clause]

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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>
Attachment 001	TDP (M1101,M1102,CHASSIS, CROSSMEMBER KIT) AND LTT IMAGES ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH//LTT/LTT.HTM			
Attachment 002	TQG KITS DRAWINGS ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH/LTT/LTT.HTM			
Attachment 003	TDP ADDENDUM ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH/LTT/LTT.HTM			
Attachment 004	ATPD 2171 REVISION 16 ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH/LTT/LTT.HTM			
Attachment 005	FINAL INSPECTION REPORT ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH/LTT/LTT.HTM			
Attachment 006	CONTRACT DATA REQUIREMENT LIST(NSP) ON TACOM WEB PAGE - HTTP://CONTRACTING.TACOM.ARMY.MIL/COMVEH/LTT/LTT.HTM			

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984

2	52.212-2	EVALUATION--COMMERCIAL ITEMS	JAN/1999
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(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. PRODUCTION CAPABILITY

2. PAST PERFORMANCE

3. PRICE

The Areas of Production Capability, Past Performance and Price are equal in importance. The non-Price areas, when combined, are significantly more important than the Area of Price.

(b) 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 provisions)

3	52.223-4002 (TACOM)	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	JUL/1993
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(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specifications or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

Name of Offeror or Contractor:

reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

4 52.247-4006 METHOD OF EVALUATION OF TRANSPORTATION OF F.O.B. ORIGIN OFFERS MAR/2002
(TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

UFC: ITEM:
NMFC: ITEM:

(b) TRANSPORTATION PORT AND OCEAN COSTS. As indicated at the Military Ocean Terminal designated in the Section M provision EVALUATION OF EXPORT OFFERS, combined port and ocean shipping costs are per measurement ton. We'll compute the cost of transportation by adding: (i) inland transportation costs from the F.O.B. point, (ii) port charges and (iii) ocean shipping costs beyond the indicated, applicable ports. We'll then add this computed cost of transportation to the price of the supplies to be delivered to an overseas port. To evaluate the cost of transportation, we will (i) compute the cost for all applicable U.S. ports shown in the EVALUATION OF EXPORT OFFERS provision, (ii) compare them, and (iii) use the lowest one. As stated above, we'll substitute any rate change published before bid opening (or RFP closing) that would lower our costs.

[End of Provision]

5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) 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 exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@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]

6 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS JUL/2003

NOTE:

ALL OFFERS MUST BE IN ACCORDANCE WITH THE REQUIREMENTS AS SPECIFIED IN THE TDP AND SOLICITATION. ALL OFFERS MUST COMPLY WITH THE TERMS AND CONDITIONS OF THE SOLICITATION. ALTERNATIVE TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

Name of Offeror or Contractor:

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). 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 submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(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

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Name of Offeror or Contractor:

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. NOTE: If the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(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.

(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 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://dodssp.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)

7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUN/2003
dated Apr 2002)

(A) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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Name of Offeror or Contractor:

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That 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.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

() TIN: _____.

() TIN has been applied for.

() 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() 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:

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Name of Offeror or Contractor:

Name _____
TIN _____

(C) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it
 is,
 is not
a small business concern.

(2) Veteran-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 as part of its offer that it (check one) is is not a _____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, is not a service-disabled veteran-owned small business concern.

(4) 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.

(5) 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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-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.

(7) 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:

(8) 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.)

(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 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):

Average Annual	
Number of Employees	Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million

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____ 751 - 1,000
 ____ Over 1,000

____ \$10,000,001 - \$17 million
 ____ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, 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 is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, 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 complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(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:_____.]

(10) 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 office, 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 representation in paragraph (c)(10)(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 names 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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 or 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.

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

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Name of Offeror or Contractor:

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

(i) It

- () has,
- () has not,

participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; 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 Subparts 60-1 and 60-2), or

(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I

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Name of Offeror or Contractor:

to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":
Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] 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

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product:

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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Name of Offeror or Contractor:

8 52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS APR/1984

(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.
(End of provision)

9 52.247-47 EVALUATION--F.O.B. ORIGIN APR/1984

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(End of provision)

10 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____

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Name of Offeror or Contractor:

(xi) Number of outer containers or pallets/skids per trailer _____ *--

Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

11 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition

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Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

12 TACOM DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

13 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

14 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

15 52.212-4851 ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS APR/2003
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before

Name of Offeror or Contractor:

the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit THREE (3) offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit THREE (3) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated

Name of Offeror or Contractor:

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Name of Offeror or Contractor:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.); Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.); Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); Attorney work product; Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information); NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
PRINTED NAME: _____
TITLE: _____
EMPLOYER: _____

[End of clause]

19 52.216-4006 METHOD OF PRICE EVALUATION MAY/2000
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified elsewhere in this solicitation, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs.

20 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(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

Name of Offeror or Contractor:

contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

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

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

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

(end of clause)

21 52.247-4010 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME)

(LOCATION)

(3) Facilities for shipping by water

- [] are

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available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

 are are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: _____/Unit

MOTOR: _____/Unit

WATER: _____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL INSTRUCTIONS

L.1 Proposal Instructions and Content

a. Proposals shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the Offeror shall cross-reference its response within each section of the proposal to the pertinent evaluation criteria in Section M. In the case where a proposal response would become duplicative of a response previously given, the proposal shall reference and not restate the information. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section L.

b. The Offeror's proposal/offer as required by this section shall be evaluated as set forth in Section M of this solicitation.

c. The proposal shall be submitted in four (4) separate volumes/electronic folders. The volumes/electronic folders shall be identified with the offerors name and RFP number and clearly labeled as:

- Volume I, Certifications/Representations, 3 electronic copies (CDs)
- Volume II, Production Capability Area, 3 electronic copies (CDs)
- Volume III, Past Performance Area, 3 electronic copies (CDs)
- Volume IV, Price Area, 3 electronic copies (CDs)

d. Volumes I, II and III shall utilize the Windows 95 (or higher) version of Microsoft Word or compatible software. Volume IV (Price Area Proposal) shall use Microsoft Excel Version 5 (or higher) or comparable software. All volumes shall be in separate electronic files and shall be appropriately labeled.

Please note that submission of the Past Performance Proposal Volume is requested 15 days prior to the formal RFP closing date specified in Block 9 of page 1.

L.2 Volume I Certifications/Representations:
(3 Electronic Copies)

In this Volume offerors will provide:

a. One copy of an SF 1449, Solicitation/Contract/Order For Commercial Items, appropriately completed and signed by a person authorized to sign proposals, quotations, or proposals on behalf of the offeror. Include completed fill-ins of SF 1449 Blocks 12, 17, 17b, 30a-c.

b. Proposed Contract Line Item Prices inserted in the appropriate spaces in the matrices at the end of Section B, of the RFP, for each priced contract Line Item Number (CLIN) and sub-CLIN.

c. One copy of this solicitation with all fill-ins completed.

d. Any failure or refusal by the offeror to assent to any of the terms and conditions of this RFP, or any imposition of conditions, or any material omission in an offer, may constitute a deficiency (See FAR 15.301), which will make the offer unacceptable. A deficiency may be corrected through discussion; however, the Government intends to award a contract without discussions, as permitted by FAR 15.306(a). Therefore, offerors are warned to consult with the Contracting Officer before submitting an offer that takes exception to any term or condition of this RFP. The Government reserves the right to conduct discussions and to permit offerors to revise their proposals.

e. You are urged to examine this solicitation in its entirety to ensure that your proposal contains all necessary information, provides all required documentation, and is complete in all respects. Contact the Contracting Officer or the person listed in Blocks 7A-B of page 1 by telephone or email (Block 9) if you do not understand these instructions.

L.3 Conduct of Discussions:

This RFP includes FAR Provision 52.212-1 Instructions to Offerors - Commercial Acquisition, which advises that the Government intends to award without Discussions. Given the intent to award without Discussions, exchanges with offerors would be limited to those exchanges described in FAR 15.306(a). Therefore, it is vitally important that the Offeror's proposal as submitted at the time of RFP closing, be complete, comprehensive and fully address all proposal preparation instructions contained herein.

L.4 Volume II Production Capability Area:
(3 Electronic Copies)

Name of Offeror or Contractor:

L.4.1 The offeror shall prepare a Production Capability Area proposal addressing (a) Manufacturing Facilities, (b) Key Tooling and Equipment, (c) Production Approach, and (d) Time Phased Critical Path as described in L.4.2 (a-d) below. For proposal preparation and evaluation purposes, the offeror shall prepare its proposal based on the following delivery order assumptions:

L.4.1(a) Test Articles Delivery Order Deliveries:

- 1) Deliver six (6) test trailers (4 each M1102 Cargo and 2 each Heavy Chassis) 150 days after receipt of order (DARO)
- 2) Deliver six (6) HMMWV Crossmember Reinforcement Kits 120 DARO

L.4.1(b) Initial Production Articles Delivery Order Deliveries:

- 1) Deliver a low rate initial production of cargo trailers as follows:
 - 10 per month 180-240 DARO (10 per month for 3 months)
 - 20 each, 270 DARO
 - 48 each, 300 DARO
 - 72 each, 330 DARO
 - 80 per month 360-480 DARO (80 per month for up to 5 months)
- 2) Deliver 712 cross-member kits within 365 DARO

L.4.1(c) Estimated Monthly Production Delivery Order Deliveries:

- 1) Manufacture an estimated monthly production rate of trailers as follows:

<u>1st Order Year</u>	<u>2nd Order Year</u>	<u>3rd Order Year</u>	<u>4th Order Year</u>	<u>5th Order Year</u>
116	110	156	224	248

Note: (The estimated monthly production rate is derived from the total estimated ordering year quantities for the Family of LTTs (M1101, M1102 and Heavy Chassis). The maximum monthly production rate is 300 trailers, as identified in paragraph 52.242-4457, Delivery Schedule for Delivery Orders.)

- 2) Manufacture an estimated monthly production rate of HMMWV Crossmember Reinforcement Kits as follows:

<u>1st Order Year</u>	<u>2nd Order Year</u>	<u>3rd Order Year</u>	<u>4th Order Year</u>	<u>5th Order Year</u>
117	144	129	299	205

(Note: The estimated monthly production rate is derived from the total estimated ordering year quantities for the HMMWV Crossmember Reinforcement Kits.)

- 3) Manufacture an estimated monthly production rate of TQG Kits as follow:

<u>1st Order Year</u>	<u>2nd Order Year</u>	<u>3rd Order Year</u>	<u>4th Order Year</u>	<u>5th Order Year</u>
29	15	44	54	71

(Note: The estimated monthly production rate is derived from the total estimated ordering year quantities for the TQG Kits.)

L.4.2 Offerors are required to submit the following information in support of this area:

(a) Manufacturing Facilities (only provide the below specified information with respect to your approach to manufacturing facilities for the Initial Production Articles deliveries, described in L.4.1(b) above, and for the estimated Monthly Production Quantities, described in L.4.1(c) above):

Identify the proposed facility (ies) specifically intended for use in the production of Light Tactical Trailers. Provide the dimensional size of all structures, storage areas, lots, test facilities, open areas, and shipping receiving areas. Offeror must distinguish between existing facilities and proposed plans to obtain facilities. Provide a milestone schedule for any new facility construction, and identify the size and capacity of the new facility and any impact that the new facility construction may have on the proposed production schedule. If you plan to use subcontractor support, address the above details with regard to subcontracted effort.

(b) Key tooling and equipment (provide the below specified information with respect to your tooling and equipment approach for Test Articles as described in L.4.1(a) above, for the Initial Production Articles as described in L.4.1(b) above, and for the estimated Monthly Production Quantities, to include the maximum monthly production rate of 300, as described in L.4.1(c) above):

Identify the key tooling and equipment required in production of the Light Tactical Trailers and categorize the

Name of Offeror or Contractor:

equipment and tooling in accordance with its proposed use. Offerors must distinguish between existing tooling and equipment and proposed plans to obtain tooling and equipment. Provide milestones for the operational availability of all key tooling and equipment. Address any problems that the availability of equipment may have on production and how you will remedy that problem. If you plan to use major subcontractor support, address the above details with regard to subcontracted effort.

(c) Production Approach (provide the information specified below with respect to your production approach for the Initial Production Articles deliveries as described in L.4.1(b) above, and estimated Monthly Production Quantities for each of the five ordering years, as described in L.4.1(c) above):

Describe your proposed production facility (ies) layout to accommodate the maximum daily production rate for the trailer, HMMWV Crossmember Kits and TQG Kits. The layout should identify the progressive physical flow of hardware within the proposed production site(s). The progressive physical flow shall detail the flow process from the point of material receipt and storage through sub-assembly work, final trailer assembly, paint, test, prep and ship. Explain your production plan to accommodate the first order year estimated monthly quantity of 116 trailers per month. Explain the changes in your production plan that are required to accommodate the estimated increase in monthly production in the fourth (224 trailer per month) and fifth (248 trailers per month) ordering years. In addition, explain how your production plan would accommodate a surge in production to include the maximum production quantity of 300 trailers per month, if required.

(d) Time Phased Critical Path (provide the below specified information with respect to your time phased critical path approach for Test Articles as described in L.4.1(a) above, and for the Initial Production Articles as described in L.4.1(b) above. This will require two separate TPCPs)::

Provide a Time Phased Critical Path (TPCP) of key events necessary to ensure the timely delivery of trailers conforming to the TDP. The Time Phased Critical Path, to include specific milestone dates for every event identified, should include but is not limited to:

1. Issuance of Purchase orders for Long Lead Time Items (LLTIs) and source controlled items. Provide a list of at least 5 each of the major long lead time items and source controlled (approved source of supply) items. If you plan to qualify a different part number from the one that is currently restricted to an approved source, include the proposed milestones to accomplish this in the TPCP.
2. Facilitation activities (if any)
3. Receipt of LLTI and source- controlled Material
4. Assembly time (broken down to include times for individual major component assembly)
5. Paint
6. Testing
8. Final Preparation and Acceptance

L.5 Volume III Past Performance Area
(3 Electronic Copies)

Offerors are requested to submit the Past Performance information required below, 15 days prior to the formal RFP closing date specified in Block 8 of Page 1. The basic information submitted may be supplemented up until the closing date of the RFP or any extension of that date. While compliance with this request is not mandatory, it will help the Government expedite the evaluation process once offers have been received. If the offeror plans to submit an offer but cannot comply with this request, please notify Bertram Scott by e-mail at scottb@tacom.army.mil <<mailto:scottb@tacom.army.mil>>

L.5.1 Provide information for your recent, relevant contracts, and those of your proposed significant subcontractors, including Federal, State, and Local government and private industry contracts. Significant subcontractors are subcontractors, exclusive of raw material or component suppliers, whose total work contributions exceed 50% of the total proposed price. Recent contracts are those with any performance that has taken place approximately within the three (3) years prior to the date this solicitation was issued.

Relevant contracts are those that are similar in scope (products and/or processes) to the requirements of this solicitation. Highly relevant contracts will tend to include the following:

1. Manufacturing in accordance with a Technical Data Package
2. Monthly production quantities that reflect the capability to manufacture the quantities required by this solicitation
3. Manufacturing experience with aluminum extrusions, aluminum welding, forming, stamping, bending and aluminum riveting.
4. Producing a trailer or similar item with dissimilar metals and protecting dissimilar metals against galvanic corrosion.

L.5.1.1 For each of your recent, relevant past contracts, you should provide the following information. It is important to provide complete information.

- (a) Contract Number
- (b) Contract Type.
- (c) Award Price.
- (d) Production Quantities and rate of production.

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

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REPRINT

Name of Offeror or Contractor:

- (e) Overall dates of contract performance.
- (f) Identification of Customer.
- (g) Final, or projected final, Price.
- (h) Original contract delivery schedule requirements.
- (i) Identify your (and any partners or significant subcontractors) CAGE and DUNS number.
- (j) Government or commercial contracting activities address, e- mail address, telephone number and point of contact information (for Government contracts include the Contracting Officer (PCO) and Administrative Contracting Officer (ACO) information).
- (k) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation, to include each of the following:
1. Manufacturing in accordance with a Technical Data Package
 2. Monthly production quantities that reflect the capability to manufacture the quantities required by this solicitation
 3. Manufacturing experience with aluminum extrusions, aluminum welding, forming, stamping, bending and aluminum riveting.
 4. Producing a trailer or similar item with dissimilar metals and protecting dissimilar metals against galvanic corrosion.
- (l) For any reported contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any corrective actions taken to fix the problem and avoid recurrence.
- (m) Provide a brief narrative explanation that describes the objectives achieved to date on each contract. This includes the extent to which contract technical and schedule requirements have been met. If it is a U.S. Government contract, the offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the offeror.

L.5.1.2 Cancellations or Terminations: Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, contracts under which you were a subcontractor and any of your major subcontractors' contracts. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.5.1.3 Corporate Entities: If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

L.5.1.4 Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement. Also provide similar information to that identified in L.5.1.1 above, for the recent, relevant contracts of the predecessor company.

L.5.1.5 Predecessor Company: Likewise, if you or a significant subcontractor only have relevant and recent performance history as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L.5.1.1 above and the Paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company.

We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offeror. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L.6 Volume IV Price Area:
(3 Electronic Copies)

The Price volume shall include supporting information/data in sufficient detail to enable the Government to evaluate the reasonableness and realism of the Offerors proposed price. To expedite Government review of the proposals, the spreadsheets files shall be in Microsoft Excel format. Supporting narrative shall be in Microsoft Word format.

L.6.1 In this Volume offerors shall provide the following:

a. Prices for all CLINs set forth in Section B. All prices as well as any pricing information provided as a result of these instructions shall be in U.S. Dollars.

Name of Offeror or Contractor:

b. The basis that was used for the establishment of the proposed prices including:

1. Unit Price cost element schedule showing the build-up of the basic years unit price by cost element (such as Material, Material O/H, Labor, Labor O/H, ODCs, G&A, Profit).
2. Direct Labor hours for fabrication and assembly (basic year only).
3. Direct Labor rates and indirect rates (basic year only).
4. Material costs to include the total material cost per unit and a break-out list of costs for raw materials and purchased items over \$50.00 per unit (basic year only). Provide the vendor name and vendor quoted prices for the following source controlled components: Wheel and Runflat Assembly, P/N 12460176; Axle, P/N 12449380; Surge Brake Slide (lunette), P/N 12479774 Housing; P/N 12479772; Landing Leg, P/N 12479188 and Brake Assembly, P/N 12449381.
5. Escalation rates applied to ordering years 2 through 5.

The offerors Price volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed price amounts.

The information described will be used to determine the reasonableness and realism of the offerors proposed price in accordance with FAR 15.403.-3.

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

PROPOSAL EVALUATION INFORMATION

M.1 BASIS OF AWARD

a. Selection of Successful Offeror: The Government plans to award one contract to the offeror whose proposal best meets program objectives and represents the best value to the Government. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the requirements at an acceptable level of risk or price. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a trade-off process to obtain the best value to the Government. The Government will weigh the evaluated Production Capability and Past Performance Areas against the evaluated Price. As part of the trade-off determination, the relative advantages and/or disadvantages of each proposal will be considered in selecting the offer that represents the best overall value to the Government.

b. The Government may reject any proposal which:

(1) merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration specified in Section L of this solicitation.

(2) is found to be unrealistic in terms of Production Capability or Price. Such a proposal will be judged either as exhibiting a lack of competence or failure to comprehend the Governments requirements.

(3) contains any unexplained significant inconsistency between the proposed effort and Price, due to the offerors apparent misunderstanding of the work required or its inability to perform any resultant contract.

(4) fails to meaningfully respond to requirements of Section L., Proposal Instructions.

(5) is materially unbalanced as to price for an ordering year. An unbalanced offer is one, which is based on prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its price for each ordering year.

c. Trade-Off process: This is a best value acquisition using the trade-off process. As such, the Source Selection Authority (SSA), in making the final source selection trade-off judgment will weigh the merits of the non-price areas of the proposal against the price area in arriving at the final source selection decision. The closer the offerors evaluations are in the non-price areas, the more significant the price area becomes in making the final decision. Despite the fact that the price area is not the most important consideration, it may be a controlling factor when:

Name of Offeror or Contractor:

- (1) two or more proposals are otherwise considered equal;
- (2) an otherwise superior proposal is unaffordable; or
- (3) the advantages of a higher rated, higher priced proposal are not considered to be worth the cost premium.
- (4) when an offeror proposes prices that pose an unacceptable level of risk to successful contract performance.

M.2 SOURCE SELECTION EVALUATION PROCESS:

a. Evaluation: The Government will have a Source Selection Evaluation board (SSEB) evaluate proposals submitted by offerors. The SSEB will assess the advantages, disadvantages, and relative risks associated with each offeror and proposal, and then assign an appropriate adjectival rating for each Area evaluated (except for the Price Area), and provide rationale to support the rating. The government reserves the right to reject offers, in accordance with M.1(b) above.

b. Risk Assessment: The Government will assess the merits and risks (proposal risk and performance risk) of the offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

1. Proposal risks are those risks associated with an offerors proposed approach in meeting the Governments requirements. Proposal risk is assessed by the SSEB and is integrated into the rating of the Production Capability and Price Areas.

2. Performance risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by the offerors record of past and current performance. Performance risk will be assessed by the SSEB and is integrated into the rating of the Past Performance Area.

M.3 Evaluation Criteria

The award of one contract shall be made to that offeror whose proposal is most advantageous and represents the best overall value to the Government, based upon the following evaluation criteria:

- (1) Production Capability
- (2) Past Performance
- (3) Price

The Areas of Production Capability, Past Performance and Price are equal in importance. The non-Price areas, when combined, are significantly more important than the Area of Price

M.3.1 Production Capability Area:

The Area of Production Capability will assess the proposal risk probability (based on the information supplied in response to paragraph L.4.2) that the offeror and its subcontractors will timely achieve delivery of supplies satisfying Contract requirements. Specifically, the Government will assess the offerors approach for timely delivering Contract supplies with respect to:

(a) Manufacturing Facilities for Initial Production Articles Deliveries and Estimated Monthly Production Delivery quantities as described in L.4.1(b) and L.4.1(c).

(b) Key Tooling and Equipment for Test Articles, Initial Production Article Deliveries and Estimated Monthly Production Delivery quantities as described in L.4.1(a), L.4.1 (b) and L.4.1 (c).

(c) Production Approach for Initial Production Articles Deliveries and Estimated Monthly Production Delivery quantities (to include the maximum monthly production rate of 300) as described in L.4.1(b) and L.4.1(c)
and

(d) Time Phased Critical Path for Test Articles and Initial Production Quantities as described in L.4.1 (a) and L.4.1(b).

M.3.2 Past Performance Area:

The assessment of Past Performance will be based on the offeror and significant subcontractor(s) current and past record of relevant contract performance, on contracts performed within the last three (3) years (as of the date of this RFP), as it relates to the performance risk probability that the offeror will successfully accomplish the required effort.

Past Performance will be evaluated on relevant contracts as defined by L.5.1.

For evaluation of delivery schedule performance, the assessment will be made against the contracts original delivery schedule, unless the Government caused a delay. Schedule extensions which were caused by the offeror, or a proposed subcontractor, even if consideration was provided, will be counted against the offeror.

Name of Offeror or Contractor:

The Government may use internal or private industry sources of information. However, the burden of providing thorough and complete past performance information rests with the offeror. All offerors should include any relevant previous performance, including any demonstrated corrective actions for negative performance, in their proposal.

Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative past performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as unknown risk, which is neither favorable nor unfavorable.

M.4 Price Area:

The Government will evaluate the Offerors proposed prices, for the items identified in Section B, for reasonableness and realism. Reasonableness is interpreted to mean that the Price, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. This evaluation of reasonableness may also include a comparison to prices proposed by other Offerors. Realism pertains to whether the price accurately reflects the Offerors proposed effort to meet program requirements and objectives

M.4.1 The realism analysis will assess the risk of the offeror performing the effort at the proposed price. However, the offered prices shall not be adjusted as a result of the realism analysis. But the results may be used both in (a) the assessment of Proposal Risk in the Production Capability Area, and (b) determining offeror Responsibility.

M.4.2 The price evaluation will also yield a total evaluated price amount that will be considered in the trade-off evaluation. The total evaluated price amount shall include all firm-fixed priced CLINs and shall be based on the estimated quantities for all CLINs listed in Section B and evaluation of Transportation Costs for the initial delivery quantity of 576 each.

Transportation costs: Only transportation costs for the estimated initial delivery quantity of 576 each will be evaluated. For evaluation purposes, transportation costs will be added for 576 each Cargo Trailers, M1101 or M1102 to destinations as follows:

QTY	DESTINATION
6	Aberdeen, MD
271	Leesville, LA (Ft. Polk)
21	Ft. Belvoir, VA
3	Kirtland, NM
11	Kaiserslautern, Germany
5	Bakersfield, CA
5	Woodland, NC
5	St. Albans, WV
5	Ft. Knox, KY
6	Phoenix, AZ
20	Cockeysville, MD
6	Watervliet, NY
10	Laguna, NM
30	Ft. Monmouth, NJ
13	Ft. Wainwright, AK
9	Honolulu, HI
2	Anncville, PA
64	Ft. Bragg, NC
63	Ft. Hood, TX
4	Ft. Lewis, WA
6	Ft. Bliss, TX
5	Ft. Sill, OK
6	Huntsville, AL

M.4.3 Offerors are cautioned to enter CLIN prices that reflect a fair apportionment of total contract costs, based upon the value to be received by the Government for those items. The Government may determine an offer not eligible for award if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the PCO, it cites prices that are significantly less than cost for some work and significantly more than cost for other work. An unrealistic price may present an unacceptable risk to the Government and may result in elimination of the proposal from consideration for award.

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SECTION A - SUPPLEMENTAL INFORMATION

ADDED	AS7311	52.204-4016 (TACOM)	01-JUL-2003	TACOM-WARREN ELECTRONIC CONTRACTING
ADDED	AS7854	52.215-4854 (TACOM)	01-JUL-2002	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST
ADDED	AS7888	52.242-4021 (TACOM)	01-JUL-1999	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION

SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF6007	52.209-4	01-SEP-1989	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (ALTERNATE II (SEP 1989))

(a) The Contractor shall deliver 1,3, 2 respectively unit(s) of Contract Line Item 0001AA, 0001AB, 0003AA respectively within 150, 150, 150 respectively calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE Clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government, to the Government at the following address: TO BE DETERMINED for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 180 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components for, or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The

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Offeror/Contractor may request a waiver.

CHANGED ES6304 52.209-4000 01-MAR-2000 NOTICE REGARDING FIRST ARTICLE TEST SAMPLE
(TACOM)

(a) The approved first article/first production vehicle inspection (FPVI) items, as described elsewhere in this solicitation, consist of 4 each M1102 Trailers, 2 each Heavy Chassis with TQG Integration Kits and 6 each Crossmember Modification Kits, that will not be consumed or destroyed in testing. Any items consumed or destroyed in testing shall be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. Once the M1102 Cargo Trailers successfully pass all specified tests, the FPVI Trailer will serve as a manufacturing standard for the remainder of the contract. NOTE: There will be one (1) M1102 Trailer that will remain at the Contractor's facility as a manufacturing sample. Any changes made on the First Article Test Trailers/Kits (M1102 Trailer; Heavy Chassis, Trailer; Modification Kit, Crossmember Reinforcement, TQG Integration Kit) will be incorporated on the First Production Vehicle Inspection (FPVI) Trailers.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

CHANGED ES7032 52.209-4012 01-APR-2000 NOTICE REGARDING FIRST ARTICLE
(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

ADDED ES7043 52.211-4029 01-MAY-1994 INTERCHANGEABILITY OF COMPONENTS
(TACOM)

SECTION F - DELIVERIES OR PERFORMANCE

CHANGED FS6457 52.242-4457 01-OCT-2002 DELIVERY SCHEDULE FOR DELIVERY ORDERS
(TACOM)

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to each Delivery Order, issued after Delivery Order 0001, under this contract:

(1) Trailer, Cargo M1101s, M1102s and Heavy Chassis, Trailer. Start deliveries 150 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 60 trailers every 30 days. You'll deliver a maximum of 300 trailers every 30 days. This schedule will apply after the First Article is approved and the

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Government has approved Full Rate Production.

(2) Modification Kit, Crossmember Reinforcement. Start deliveries 120 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 30 Kits every 30 days. You'll deliver a maximum of 300 Kits every 30 days. This schedule will apply after the First Article is approved and the Government has approved Full Rate Production.

(3) TQG Integration Kits. Start deliveries 150 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. You'll deliver a minimum of 1 Kit every 30 days. You'll deliver a maximum of 100 Kits every 30 days. This schedule will apply after the First Article is approved and the Government has approved Full Rate Production.

(4) Delivery Order 0001 will be issued upon award of this contract. The Delivery Schedule for Delivery Order 0001 requires delivery of vehicles and kits for First Article Test and Low Rate Production for trailers pending approval of the First Article Test. The following Delivery Schedule applies to Delivery Order 0001.

Test Articles:

Quantity	MDL	DARO
4 each	M1102	150
2 each	Heavy Chassis	150
2 each	TQG Integration Kits	150
6 each	HMMWV Crossmember Kits	120

M1101/M1102 Initial Production Articles:

Quantity	MDL	DARO
10 each	M1101 or M1102	180
10 each	M1101 or M1102	210
10 each	M1101 or M1102	240
20 each	M1101 or M1102	270
48 each	M1101 or M1102	300
72 each	M1101 or M1102	330
80 each	M1101 or M1102	360
80 each	M1101 or M1102	390
80 each	M1101 or M1102	420
80 each	M1101 or M1102	450
80 each	M1101 or M1102	480

* The delivery schedule above for M1101/M1102 Initial Production Articles is based on the Government's best estimate of the testing schedule for First Article Approval and a Full Production Rate Decision. Notwithstanding the above minimum delivery requirement, the maximum monthly delivery quantity requirement on Delivery Order 0001 is 120 each, every 30 days beginning 180 DARO.

HMMWV Modification Kit, Crossmember Reinforcement:

Quantity	DARO
89 each	150
89 each	180
89 each	210
89 each	240
89 each	270
89 each	300
89 each	330
89 each	360

(5) You can deliver more than the maximum number of units every thirty days: WITH THE APPROVAL OF THE PCO AT NO ADDITIONAL COST TO THE GOVERNMENT.

SECTION I - CONTRACT CLAUSES

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ADDED	IF0109	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
ADDED	IF0021	52.232-16	01-APR-2003	PROGRESS PAYMENTS (ALTERNATE I--March 2000)
ADDED	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0144	52.242-10	01-APR-1984	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
ADDED	IF0170	52.245-2	01-DEC-1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)
ADDED	IF0193	52.245-19	01-APR-1984	GOVERNMENT PROPERTY FURNISHED AS-IS
ADDED	IF0913	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED PRICE
ADDED	IF0229	52.247-1	01-APR-1984	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND
ADDED	IF0904	52.247-29	01-JUN-1988	F.O.B. ORIGIN
ADDED	IF0234	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	IF0935	52.247-59	01-APR-1984	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS
ADDED	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
ADDED	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
ADDED	IA0523	252.232-7004	01-OCT-2001	DOD PROGRESS PAYMENT RATES
ADDED	IA0890	252.242-7003	01-DEC-1991	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
CHANGED	IF6001	52.209-1	01-FEB-1995	QUALIFICATION REQUIREMENTS

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
 (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____

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Source's Name _____
 Item Name _____
 Service _____
 Identification _____ Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

CHANGED IF6685 52.212-5 01-JUN-2003 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clause, which is 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 (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR 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:

- (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 Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business 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 (15 U.S.C. 637 (d)(2) and (3)).
- (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (10) (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.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - (13) 52.222-3, Convict Labor (E.O. 11755)
 - (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
 - (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
 - (16) 52.222-26, Equal Opportunity (E.O. 11246)
 - (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.

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- 4212).
- _X (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
 (ii) Alternate I of 52.225-3.
 (iii) Alternate II of 52.225-3.
- (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (24) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items(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 (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, 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:

- (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 Act 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)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (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 (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. 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 (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 (E.O. 11246);

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- (iii) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, 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 (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)

CHANGED IF6050 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five (5) years.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CHANGED IF6051 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 3,600.
- (2) Any order for a combination of items in excess of 3,600; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CHANGED IF6500 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights

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and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) and one-half (1/2) years

[End of Clause]

CHANGED IA6602 252.212-7001 01-JUN-2003 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(Alternate I)
(Alternate II)
- 252.247-7024 Notification of Transportation of Supplies by Sea (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 (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

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252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

CHANGED IS6444 52.211-4053 01-MAR-2000 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (TACOM)

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: FF-B-187 and MIL-C-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

ADDED IF7686 52.212-4 01-FEB-2002 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

ADDED IF7405 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

ADDED IA7622 252.204-7004 01-NOV-2001 REQUIRED CENTRAL CONTRACTOR REGISTRATION

ADDED IA7443 252.246-7000 01-MAR-2003 MATERIAL INSPECTION AND RECEIVING REPORT

ADDED IS7004 52.204-4005 01-DEC-2002 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

ADDED IS7002 52.204-4009 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (TACOM)

ADDED IS7161 52.211-4030 01-MAR-2001 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (TACOM) (CARC) ON METALLIC SURFACES

ADDED IS7431 52.211-4036 01-APR-2000 FORMAT OF THE TECHNICAL DATA PACKAGE (TACOM)

ADDED IS7830 52.211-4047 01-APR-2000 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (TACOM) (NEGOTIATED)

ADDED IS7099 52.211-4069 01-MAR-2001 WELDING INSPECTION REQUIREMENTS (TACOM)

ADDED IS7088 52.223-4000 01-SEP-1978 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS (TACOM)

CHANGED IS7857 52.223-4002 01-DEC-1993 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

(i) chlorofluorocarbon-11 (CFC-11)

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- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(2) Further, in our review of the specification or technical data package in this solicitation, we--

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- [] have
- [] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

ADDED	IS7792	52.246-4005 (TACOM)	01-FEB-1995	INSPECTION AND ACCEPTANCE POINTS: ORIGIN
ADDED	IS7196	52.246-4010 (TACOM)	01-JAN-2001	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR ADDRESSES
ADDED	IS7028	52.246-4019 (TACOM)	01-MAR-2001	VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS
ADDED	IS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESS FOR DD FORM 250
ADDED	IS7100	52.246-4028 (TACOM)	01-FEB-1994	INSPECTION POINT: ORIGIN
ADDED	IS7272	52.247-4004 (TACOM)	01-FEB-1998	MARKING REQUIREMENTS FOR EXPORT SHIPMENT
ADDED	IS7446	52.247-4005 (TACOM)	01-AUG-2003	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT
ADDED	IS7111	52.247-4016 (TACOM)	01-JUL-2002	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KF0444	52.232-14	01-APR-1984	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS
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CHANGED KF6681 52.212-2 01-JAN-1999 EVALUATION--COMMERCIAL ITEMS

(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. PRODUCTION CAPABILITY

2. PAST PERFORMANCE

3. PRICE

The Areas of Production Capability, Past Performance and Price are equal in importance. The non-Price areas, when combined, are significantly more important than the Area of Price.

(b) 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 provisions)

CHANGED KS6161 52.223-4002 01-JUL-1993 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specifications or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and

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specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [] have
[] have not

found any direct requirements to use any CIODS. (Since have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Table with 3 columns: Spec/Standard, Required CIODS, Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have
[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Table with 3 columns: Spec/Standard, Required CIODS, Substitute Available?

Table with 3 columns: Spec/Standard, Required CIODS, Substitute Available? (Empty rows)

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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CHANGED KS6089 52.247-4006 01-MAR-2002 METHOD OF EVALUATION OF TRANSPORTATION OF F.O.B. ORIGIN OFFERS (TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

UFC: ITEM:
NMFC: ITEM:

(b) TRANSPORTATION PORT AND OCEAN COSTS. As indicated at the Military Ocean Terminal designated in the Section M provision EVALUATION OF EXPORT OFFERS, combined port and ocean shipping costs are per measurement ton. We'll compute the cost of transportation by adding: (i) inland transportation costs from the F.O.B. point, (ii) port charges and (iii) ocean shipping costs beyond the indicated, applicable ports. We'll then add this computed cost of transportation to the price of the supplies to be delivered to an overseas port. To evaluate the cost of transportation, we will (i) compute the cost for all applicable U.S. ports shown in the EVALUATION OF EXPORT OFFERS provision, (ii) compare them, and (iii) use the lowest one. As stated above, we'll substitute any rate change published before bid opening (or RFP closing) that would lower our costs.

[End of Provision]

ADDED KF7733 52.204-6 01-JUN-1999 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

CHANGED KF7680 52.212-1 01-JUL-2003 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

NOTE:

ALL OFFERS MUST BE IN ACCORDANCE WITH THE REQUIREMENTS AS SPECIFIED IN THE TDP AND SOLICITATION. ALL OFFERS MUST COMPLY WITH THE TERMS AND CONDITIONS OF THE SOLICITATION. ALTERNATIVE TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). 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.

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(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(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. NOTE: If the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(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.

(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 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

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Telephone (215) 697-2667/2179

Facsimilie (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://dodssp.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)

ADDED	KF7682	52.212-3	01-JUN-2003	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I dated Apr 2002)
ADDED	KF7079	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	KF7080	52.247-47	01-APR-1984	EVALUATION--F.O.B. ORIGIN
ADDED	KF7369	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS
ADDED	KA7601	252.212-7000	01-NOV-1995	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
ADDED	KS7006	TACOM	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
ADDED	KS7317	52.212-4003 (TACOM)	01-SEP-1996	ALL OR NONE--COMMERCIAL ITEM ACQUISITION
CHANGED	KS7851	52.212-4851 (TACOM)	01-APR-2003	ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

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(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit THREE (3) offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit THREE (3) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

PIIN/SIIN DAAE07-03-R-S196

MOD/AMD

CHANGED KS7035 52.215-4005 01-OCT-1985 MINIMUM ACCEPTANCE PERIOD
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of One hundred twenty (120) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

ADDED KS7008 52.215-4010 01-JAN-1998 AUTHORIZED NEGOTIATORS
(TACOM)

ADDED KS7998 52.215-4405 01-NOV-2002 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT

ADDED KS7911 52.216-4006 01-MAY-2000 METHOD OF PRICE EVALUATION
(TACOM)

ADDED KS7418 52.233-4000 01-MAY-2000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
(TACOM)

ADDED KS7002 52.247-4010 01-FEB-1994 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS
(TACOM)

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MS7311 52.209-4011 01-JAN-2001 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
(TACOM)

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]