

<b>AWARD/CONTRACT</b>		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1a Of 6
2. Contract (Proc. Inst. Ident) No. DAAE20-00-D-0012		3. Effective Date <b>04 JAN 2000</b>	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC MARIA E. RODRIGUEZ (309) 782-5719 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMC AMERICAS 275 BANK ST SUITE 200 OTTAWA ONT CN K2P 2L6	
e-mail address: RODRIGUEZM@RIA.ARMY.MIL		Code SCN01A SCD C PAS NONE ADP PT SC1012		

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CANADIAN COMMERCIAL CORP 50 O'CONNOR STREET 11TH FLOOR OTTAWA ONTARIO CANADA K1A 0S6		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		
TYPE BUSINESS: Foreign Concern/Entity		9. Discount For Prompt Payment		
Code 98247		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: Item 12

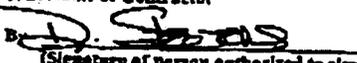
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		14. Accounting And Appropriation Data		

15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2005MAR30					15G. Total Amount Of Contract \$0.00

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1		I	Contract Clauses	
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					

**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

17. <input checked="" type="checkbox"/> Contractor Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer JOYCE L KLEIN KLEINJ@RIA.ARMY.MIL (309) 782-5051	
19B. Name of Contractor By <u>SEE ATTACHED PAGE 1b</u> (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By <u>Joyce L. Klein</u> (Signature of Contracting Officer)	20C. Date Signed <u>4 Jan 00</u>

<b>AWARD/CONTRACT</b>		1. This Contract Is A Rated Order Under DFAS (15 CFR 700)		Rating box	Page 1 Of 6		
2. Contract (Proc. Inst. Ident) No. DAAZ20-00-D-0012		3. Effective Date 04 JAN 2000		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACON-ROCK ISLAND AMSTA-OM-CREC MARIA E. RODRIGUEZ (308) 782-8719 ROCK ISLAND IL 61299-7630		Code: MK2403		6. Administered By (If Other Than Item 5) BCMC AMERICA 275 BANK ST SUITE 200 OTTAWA ONT ON K2P 2G6			
e-mail address: RODRIGUEZMARIA.ARMY.MIL		Code: SCNOLA		SCD C FAS HOME ADF PT 6C1012			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CANADIAN COMMERCIAL CORP 50 O'CONNOR STREET 11TH FLOOR OTTAWA ONTARIO CANADA K1A 0S6		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		9. Discount For Prompt Payment			
TYPE BUSINESS: Foreign Concern/Entity		10. Submittal Invoice (4 Copies: Unless Otherwise Specified) To The Address Shown In:		Item 12			
Code: 98247		Facility Code		12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-INT/NEW DOWNTOWN P O BOX 102061 COLUMBUS OH 43210-2061			
11. Ship To/Mark For SEE SCHEDULE		Code		Code: SC1010			
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data					
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
KIND OF CONTRACT: Supply Contracts and Priced Orders							
Contract Expiration Date: 2005MAR30							
15G. Total Amount Of Contract					\$9.00		
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule							
X	A	Solicitation/Contract Form	1		Part II - Contract Clause		
X	B	Supplies or Services and Prices/Costs	2		I	Contract Clauses	
	C	Description/Specs/Work Statement			Part III - List Of Documents, Exhibits, And Other Attachments		
	D	Packaging and Marking			J	List of Attachments	
	E	Inspection and Acceptance			Part IV - Representations And Instructions		
	F	Deliveries or Performance			K	Representations, Certifications, and Other Statements of Offerors	
	G	Contract Administration Data			L	Instrs, Conds., and Notices to Offerors	
	H	Special Contract Requirements			M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contracted/Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name And Title Of Signer (Type Or Print) B. Stevens sr. Contract Management Officer			20A. Name Of Contracting Officer JOYCE L KLEIN KLEINJURIA.ARMY.MIL (308) 782-5061				
19B. Name of Contractor		19c. Date Signed Jan 4/00		20B. United States Of America			
By:  (Signature of person authorized to sign)		By: _____ (Signature of Contracting Officer)		20C. Date Signed			

NSN 7540-01-152-8069  
PREVIOUS EDITIONS UNUSABLE

25-106  
GPO : 1985 M78-632

Standard Form 26 (Rev. 4-85)  
Prescribed By GSA-FAR (48 CFR) 53.214(a)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code Fixed-Price	Page 1 Of 7
2. Amendment/Modification No. 0002	3. Effective Date 1999DEC01	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM-MORN ISLAND ARMTA-OM-LNEF MARIA E. RODRIGUEZ (309) 782-5719 ROCK ISLAND IL 61299-7630  EMAIL: RODRIGUEZMORTA ARMY-MIL		Code WS2109	7. Administered By (If other than Item 6)  Code	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) <b>3M CANADA COMPANY 1360 CALIFORNIA AVE BROCKVILLE, ONTARIO K6V 5V8 CANADA</b>			<input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. DAAC20-99-R-0132	<input type="checkbox"/> 9B. Dated (See Item 11) 1999DEC19
Code			<input type="checkbox"/> 10A. Modification Of Contract/Order No.	<input type="checkbox"/> 10B. Dated (See Item 13)
Facility Code <b>095Y9</b>				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. 1999DEC07 09:45PM

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In  
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

13A. Name And Title Of Signer (Type or print) <b>SANDRA REID, BUSINESS MANAGER ONRES</b>		16A. Name And Title Of Contracting Officer (Type or print)	
13B. Contracting Officer <i>Sandra Reid</i> (Signature of person authorized to sign)	13C. Date Signed <b>DEC 7/99</b>	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price	Page 1 of 2
2. Amendment/Modification No. 0003	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (if applicable)		
6. Issued By TACOM-ROCK ISLAND ANSTA-CH-CREC MARIA @ RODRIGUEZ (309) 782-5719 ROCK ISLAND IL 61299-7630  CHAIL RODRIGUEZ/MARRIA ARMY MIL		Code W52H09	7. Administered By (if other than item 6)		Code
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) <b>3M CANADA COMPANY 1360 CALIFORNIA AVE BRACKVILLE, ONTARIO K6V 5V8 CANADA</b>			SCD	PAS	ADP RT
Code			Facility Code <b>04519</b>		
			<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. DAAF21-99-R-0112	
				9B. Dated (See Item 13) 1999JUL19	
			<input type="checkbox"/>	10A. Modification Of Contract/Order No.	
				10B. Dated (See Item 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. 1999JUL19 03:45PM

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (if required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
- D. Other (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) <b>SANDRA REID, BUSINESS MANAGER, OH&amp;ES</b>		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Officer <i>Sandra Reid</i> (Signature of person authorized to sign)	15C. Date Signed <b>DEC 9/99</b>	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

<b>SOLICITATION, OFFER AND AWARD</b>		3. This Contract Is A Ruled Order Under DPAS (18 CFR 740)	Rating DOAS	Page 1 of 82
2. Contract No.	3. Solicitation No. DAAE29-99-R-0113	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 1999JUL13	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM/ARCC ISLAND ANSTA/CH/CHCC ROCK ISLAND IL 61299-7630		8. Address Offer To (If Other Than Item 7)		

**SOLICITATION** NOTE: In sealed bid solicitations offer and offeror mean bid and bidder.  
 9. Sealed offers in original and 1 scanned copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handwritten, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).  
 Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call: Name MARIA R. RODRIGUEZ Telephone No. (Include Area Code) (NO Collect Calls) (202) 782-5719  
 E-mail address: RODRIGUEZM@ARMY.MIL

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	35
X	B	Supplies or Services and Prices/Costs	9	Part III - List Of Documents, Exhibits, AND Other Attachments			
X	C	Distribution/Spec./Work Statement	14	X	J	List of Attachments	35
X	D	Packaging and Marking	17	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18	X	K	Representations, Certifications, and Other Statements of Offerors	27
X	F	Delivery or Performance	23	X	L	Instrs, Conds., and Notices to Offerors	67
X	G	Contract Administration Data	26	X	M	Evaluation Factors for Award	75
X	H	Special Contract Requirements	27				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  
 12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section L, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

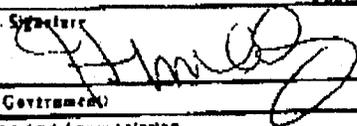
Amendment Number	Date	Amendment Number	Date
0001	1999Oct13		

15A. Contractor/Offeror/Quoter Code: 00SY9 Facility: \_\_\_\_\_

15B. Telephone Number (include Area Code) 613-345-0111 ext3014

15C. Check if Remittance Address is Different From Bk 15A. Furnish Such Address In Offer

16. Name and Title of Person Authorized to Sign Offer (Type or Print) Judy McDonald, Executive Director

17. Signature 

18. Offer Date 1999Oct26

**AWARD (To be completed by Government)**

19. Accepted As To Items Numbered \_\_\_\_\_

20. Amount \_\_\_\_\_

21. Accounting And Appropriation \_\_\_\_\_

22. Authority For Using Other Than Full And Open Competition:  10 U.S.C. 2304(c)  41 U.S.C. 101(c) \_\_\_\_\_

23. Submit Invoices To Address Shown In \_\_\_\_\_ from (6 copies unless otherwise specified)

24. Administered By (If other than Item 7) Code \_\_\_\_\_

25. Payment Will Be Made By \_\_\_\_\_ Code \_\_\_\_\_

26. Name of Contracting Officer (Type or Print) SCD PAS APP PT \_\_\_\_\_

27. United States Of America \_\_\_\_\_

28. Award Date \_\_\_\_\_

(Signature of Contracting Officer) \_\_\_\_\_

IMPORTANT - Award will be made on this form, or on Standard Form 28, or by other authorized official written notice.  
 NEN 7848-01-152-8864 33-133 Standard Form 33 (Rev. 4-85) Prescribed By GSA-FAR (48 CFR) 53.214(c)  
 PREVIOUS EDITIONS NOT USABLE

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIIN/SIIN DAAR20-99-R-0132

MOD/AMD

Name of Offeror or Contractor:

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-7 52.233-4503 AMC-LEVEL PROTEST PROGRAM  
ACALA

JUN/1998

(OCTOBER 1996)

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

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

Facsimile number (703) 617-4999/3680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(END OF CLAUSE)

AS7010

A-8 52.243-4510 DIRECT VENDOR DELIVERY  
TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

Glenn Longglong1@mmm.com1-613-345-0111 Ext 30141-613-345-2639 Fax

(End of clause)

<b>CONTINUATION SHEET</b>	Reference No. of Document Being Continued PIN/SIN DAAE20-99-R-0132 MOD/AMD	Page 9 of 82
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>C2A1 CANISTER</u></p> <p>SECURITY CLASS: Unclassified                      NSN: 4240-01-361-1319                      PUCN: 81361                      PART NR: 5-3-1520                      SECURITY CLASS: UNCLASSIFIED</p> <p>SECTION C - Description/Specs/Work Statement                      TOP DRAWING NR: MIL-PRF-51560                      REVISION: A                      DATE: 17-JUL-1997</p> <p>SECTION D - Packing and Marking                      PACKING/PACKING/SPECIFICATIONS:                      PS-3-1520, REV G                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p>SECTION E - Inspection and acceptance                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p style="text-align: center;">(End of narrative B001)</p> <p>SECTION F - Deliveries and Performance</p> <p>ORDERING PERIOD 01: Date of Contract Award                      through 30-Sep-2000</p> <p>RANGE I: 35,000 TO 105,000</p> <p>RANGE II: 105,001 TO 210,000</p> <p>RANGE III: 210,001 TO 350,000</p> <p>RANGE IV: 350,001 TO 525,000</p> <p>RANGE V: 525,001 TO 720,000</p> <p>POB POINT: Destination</p> <p>ORDERING PERIOD 02: 01-OCT-2000 through 30-SEP-2001</p> <p>RANGE I: 35,000 TO 105,000</p> <p>RANGE II: 105,001 TO 210,000</p>				<p>EA \$ 9.56</p> <hr/> <p>EA \$ 8.98</p> <hr/> <p>EA \$ 8.98</p> <hr/> <p>EA \$ 8.96</p> <hr/> <p>EA \$ 8.95</p>	
				<p>EA \$ 9.84</p> <hr/> <p>EA \$ 9.24</p>		

<b>CONTINUATION SHEET</b>	Reference No. of Document Being Continued <b>PIIN/SIIN DAAE20-99-R-0132 MOD/AMD</b>	Page 10 of 82
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RANGE III: 210,001 TO 350,000		EA	\$ 9.24	
	RANGE IV: 350,001 TO 525,000		EA	\$ 9.22	
	RANGE V: 525,001 TO 720,000		EA	\$ 9.21	
	FOB POINT: Destination				
	ORDERING PERIOD 03: 01-OCT-2001 through 30-SEP-2002				
	RANGE I: 35,000 TO 105,000		EA	\$10.13	
	RANGE II: 105,001 TO 210,000		EA	\$ 9.51	
	RANGE III: 210,001 TO 350,000		EA	\$ 9.51	
	RANGE IV: 350,001 TO 525,000		EA	\$ 9.49	
	RANGE V: 525,001 TO 720,000		EA	\$ 9.48	
	FOB POINT: Destination				
	ORDERING PERIOD 04: 01-OCT-2002 through 30-Sep-2003				
	RANGE I: 35,000 TO 105,000		EA	\$10.42	
	RANGE II: 105,001 TO 210,000		EA	\$ 9.79	
	RANGE III: 210,001 TO 350,000		EA	\$ 9.79	
	RANGE IV: 350,001 TO 525,000		EA	\$ 9.77	
	RANGE V: 525,001 TO 720,000		EA	\$ 9.76	
	FOB POINT: Destination				
	ORDERING PERIOD 05: 01-OCT-2003 through 30-Sep-2004				
	RANGE I: 35,000 TO 105,000		EA	\$10.58	
	RANGE II: 105,001 TO 210,000		EA	\$10.07	

<b>CONTINUATION SHEET</b>	Reference No. of Document Being Continued <b>PUN/SHN DAE20-99-R-0132 MOD/AMD</b>	Page 11 of 82
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RANGE III: 210,001 TO 350,000		EA	\$ 10.07	
	RANGE IV: 350,001 TO 525,000		EA	\$ 10.05	
	RANGE V: 525,001 TO 720,000		EA	\$ 10.04	
	FOR POINT: Destination				
	(End of narrative 2002)				
	Packaging and Marking				
0003	Supplier of Services and Prices/COSTS				
	DATA ITEM - FIRST ARTICLE TEST REPORT				
	SECURITY CLASS: Unclassified				
	NOUN: FIRST ARTICLE TEST REPORT - CONTRACTOR TESTING		LO	\$ N/A	\$ 83,000.00
	SECURITY CLASS: UNCLASSIFIED				
	OFFERORS SHALL INCLUDE UNDER THIS SUBCLIN ALL CHARGES FOR SERVICES FOR THE FIRST ARTICLE CONTRACTOR TESTING REQUIREMENTS.				
	SECTION E - FIRST ARTICLE TESTING SHALL BE PERFORMED (AW CLAUSE-5 (866031) AND PERFORMANCE SPECIFICATION MIL-PRF-5156CA.				
	SECTION E - Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	SECTION F - <del>QUALIFICATION OF PERFORMANCE</del>				
	TEST AND INSPECTION REPORT: 150 DAYS AFTER AWARD OF DELIVERY ORDER				
	FOR POINT: Destination				
	NOUN: FIRST ARTICLE TEST REPORT - GOVERNMENT TESTING		LO	\$ N/A	\$ 57,302.00
	SECURITY CLASS: UNCLASSIFIED				
	OFFERORS SHALL INCLUDE UNDER THIS SUBCLIN ALL CHARGES FOR SERVICES FOR THE FIRST ARTICLE GOVERNMENT TESTING REQUIREMENTS, INCLUDING ANY THE COST OF TESTS PERFORMED BY THE GOVERNMENT LABORATORY.				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SECTION E: FIRST ARTICLE TESTING SHALL BE PERFORMED (AW E-4 (CLAUSE ES603)) AND PERFORMANCE SPECIFICATION MIL-PRF-51560A.</p> <p><u>SECTION E - Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>SECTION F - Delivery or Performance</u>                      TEST AND INSPECTION REPORT: 210 DAYS AFTER AWARD OF DELIVERY ORDER</p> <p>FOB POINT: Destination</p> <p style="text-align: center;">(End of narrative 8001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>DATA ITEM</p> <p>NOTE: CONTRACT DATA REQUIREMENTS                      SECURITY CLASS: Unclassified                      Contractor will prepare and deliver the technical data and information in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibits A and B.</p> <p style="text-align: center;">(End of narrative 8001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p>				

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - CONTRACT ADMINISTRATION DATA

	Regulatory Code	Title	Date
C-1	52.237-4500 ACALA	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

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

(End of clause)

(GS7016)

C-2	52.237-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1997
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name 3M Canada Company  
 Address C.P./Box 3616, Commerce Court Postal Station  
 City & state Toronto, Ontario, Canada M5L 1K1

NOTE: Any award under this solicitation will be to the Canadian Commercial Corporation (CCC) and therefore, payments will be actioned through CCC as per the Defence Sharing Agreement.

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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Name of Offeror or Contractor: \_\_\_\_\_

**SECTION II - SPECIAL CONTRACT REQUIREMENTS**

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(HA/001)

Regulatory Cite	Title	Date
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H-1	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data sheet submitted under this contract.

Material (if none, insert NONE)

NONE

Identification No

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(q) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

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MOD/AMD

Name of Offeror or Contractor:

(End of clause)

(HG6502)

H-6 253.223-7001 HAZARD WARNING LABELS  
DFARS

DEC/1991

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetic Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert None ) ACT

NONE

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

H-7 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
DFARS

NOV/1995

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

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MOD/AMD

Name of Offeror or Contractor:

(a) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, assemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonrecoverable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

a. Safety and rescue filter units, vehicular mounted and fixed collective protection equipment and field shelter ventilating systems, including gas, gas-particulate filters and canisters, air-filtering respirators and air respirator cartridges.

b. Key point to be demilitarize: Canister/filter and entire filter unit.

c. Method and degree of demilitarization: Canister/filter and filter units will be completely destroyed by burning or crushing.

(b) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.

(c) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(d) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

(HM/110)

H-10 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE ACALA

NOV/1998

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS/506)

H-11 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION ACALA

MAY/1993

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

Shipped From:

N/A

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MOD/AND

Name of Offeror or Contractor:

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

N/A

Does Shipping Point have a private railroad siding?  YES  NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

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

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS/600)

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MOD/AMD

## Name of Offeror or Contractor:

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-91

52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

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

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

(End of Clause)

(IF7003)

I-92

52.219-4

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.

JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

N/A Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

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(End of clause)

(1F7889)

I-100 53.292-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(1F7016)

I-101 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999  
 DWANE

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the internet in PDF format at <http://www.dcmc.hq.dia.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dia.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted.

(2) Identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subtitle items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

N/A

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

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MOD/AMD

Name of Offeror or Contractor:

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-102

252.279-7001  
DFARS

TAX RELIEF

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

**Goods & Services Tax**NAME OF TAX: (GST) RATE PERCENTAGE: Seven (7) %

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

End of Clause

(IA7007)

I-103

252.247-7000  
DFARS

ENGINEERING CHANGE PROPOSALS

OCT/1998

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price, or a "not less than" price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 14.402, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)