

CERTIFICATE OF DESTRUCTION

The undersigned hereby certifies that the technical data in CD-ROM or other format provided by the U. S. Government under Solicitation DAAE20-00-R-0193 has been destroyed along with any copies in any form (CD-ROM, print, etc.) and further certifies that no copies in any form whatsoever have been retained. Listed below, if applicable, is a list of subcontractors and vendors that received a copy of the technical data, or any portion thereof, in any format.

	Authorized Signature
	Company Name
	Street Address
	City, State, Zip Code

List of Subcontractors and Vendors that received a copy of the technical data, or any portion thereof, in any format, provided with the above referenced solicitation.

<u>Name</u>	<u>Address</u>

2. Amendment/Modification No. 0002 3. Effective Date 2001FEB16 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C BOBBIE STEGALL (309)782-3618 ROCK ISLAND IL 61299-7630 EMAIL: STEGALLB@RIA.ARMY.MIL Code W52H09 7. Administered By (If other than Item 6) Code SCD PAS ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) Capeo, Inc. 1328 Winters Ave. Grand Junction, CO 81501 Code 04099 Facility Code 9A. Amendment Of Solicitation No. DAAE20-00-R-0193 9B. Dated (See Item 11) 2001JAN04 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. 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 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.

15A. Name And Title Of Signer (Type or print) Andy Hanks, Sales Engineer 16A. Name And Title Of Contracting Officer (Type or print) 15B. Contractor/Offeror Signature of person authorized to sign 15C. Date Signed 2/22/01 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed

CONTINUATION SHEETReference No. of Document Being Continued
PIIN/SIIN DAAE20-00-R-0193

MOD/AMD 0002

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. SOLICITATION DAAE20-00-R-0193 IS AMENDED TO ADD THE FOLLOWING CLAUSE:

FAR CITE	TITLE/DATE	PADS CLAUSE
FAR 52.209-1	QUALIFICATIONS REQUIREMENTS (FEB 1995)	IF6011

2. THE CLOSING DATE REMAINS 26 FEB 2001, 3:45 PM, CENTRAL STANDARD TIME.
3. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT 0002 ALONG WITH AMENDMENT 0001 AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.
4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 003 ***

CONTINUATION SHEETReference No. of Document Being Continued
PHI/SHI DAAE20-00-R-0193

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MOD/AMD 0002

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
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I-1 CHANGED 52.209-1	QUALIFICATION REQUIREMENTS		FEB/1995
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(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): Steve Terronez
(Address): TACOM-ARDEC
AMSTA-AR-QAW-C
ROCK ISLAND, IL 61299-7630
PHONE: (309) 782-6591
ELECTRONIC MAIL ADDRESS: TerronezS@ria.army.mil

(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 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)

(IF6011)

2. Amendment/Modification No. 0001 3. Effective Date 2001JAN25 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C BOBBIE STEGALL (309)782-3618 ROCK ISLAND IL 61299-7630 EMAIL: STEGALLB@RIA.ARMY.MIL Code W52H09 7. Administered By (If other than Item 6) Code SCD PAS ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) Capco, Inc. 1328 Winters Ave. Grand Junction, CO 81501 Code 04099 Facility Code 9A. Amendment Of Solicitation No. DAAE20-00-R-0193 9B. Dated (See Item 11) 2001JAN04 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. 2001FEB26 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 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)

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- 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, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) Andy Hanks, Sales Engineer 16A. Name And Title Of Contracting Officer (Type or print) 15B. Contractor/Officer 15C. Date Signed 2/22/01 16B. United States Of America 16C. Date Signed By /SIGNED/ (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD 0001	Page 2 of 2
Name of Offeror or Contractor:		

SECTION A - SUPPLEMENTAL INFORMATION

1. THE CLOSING DATE FOR RECEIPT OF PROPOSALS IS EXTENDED FROM 26 JAN 01 TO 26 FEB 01, 3:45 PM CENTRAL STANDARD TIME.
2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 37	
2. Contract No.		3. Award/Effective Date	4. Order Number	5. Solicitation Number DAAE20-00-R-0193		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name BOBBIE STEGALL		B. Telephone Number (No Collect Calls) (309)782-3618		8. Offer Due Date/Local Time 2001JAN26 03:45pm	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 ADDRESS OFFERS TO: TACOM-RI ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630 e-mail: STEGALLB@RIA.ARMY.MIL			Code W52H09	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input 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	12. Discount Terms
15. Deliver To SEE SCHEDULE			Code	16. Administered By		Code	
Telephone No.			Code	17. Contractor/Offeror Capco, Inc. 1328 Winters Ave. Grand Junction, CO 81501 Telephone No. 970-243-8750		18a. Payment Will Be Made By Code	
17b. Check If Remittance Is Different And Put Such Address In Offer			Code 04099	Facility	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 SEE SCHEDULE (Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price	24. Amount
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 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) Andy Hanks, Sales Engineer		30c. Date Signed 2/22/01		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 <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	
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	
41a. I Certify This Account Is Correct And Proper For Payment				38. S/R Account Number	39. S/R Voucher Number	40. Paid By	
41b. Signature And Title Of Certifying Officer			41c. Date	42a. Received By (Print)			
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)	42d. Total Containers		

Authorized For Local Reproduction

Standard Form 1449 (10-95)
Prescribed By GSA-FAR (4.8 CFR) 53.212

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SHN DAAE20-00-R-0193

MOD/AMD

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite _____ Title _____ Date _____

1 52.209-4500 QUALIFIED SUPPLIERS LIST REQUIREMENT APR/1999

(a) Only manufacturers on the Qualified Suppliers List (QSL) which appear on the TACOM QSL for Plastic Spare Parts for Small Arms QSL-02 are eligible for award. A qualified manufacturer is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. QSL status must be in place prior to any award pursuant to this solicitation whether or not the name of the manufacturer is actually included on the QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to meet the standards specified for qualification.

(b) The provisions governing qualification, and the applicable qualification criteria may be viewed electronically at the following web site:

<http://www.tacom.army.mil/acqcen/qs1/qs1.htm>

(c) The requirement of this clause for status as a QSL concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such a requirement is specified.

(End of clause)

(AS6506)

2 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

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

(End of clause)

(AS7004)

3 52.227-4577 NOTICE OF M16 SERIES RIFLE REQUIREMENTS MAR/1995
TACOM-RI

(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the "Disposition of Drawings and Specifications" clause contained in Section H of this document.

(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the "M16 License Agreement Requirement" clause contained in Section H of this document.

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE20-00-R-0193

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Name of Offeror or Contractor:

(End of clause)

(AS7501)

4 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

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

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

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

(END OF CLAUSE)

(AS7010)

5 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT
TACOM-RI

MAR/1995

This solicitation and any resulting contract are subject to the "Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)" clause contained in Section H of this document.

(End of clause)

(AS7500)

6 52.246-4506 NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM
TACOM-RI REQUIREMENT - ALTERNATE II

OCT/2000

(a) Your attention is drawn to Section E clause ES7025 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate II." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9002 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9002. Clause ES7025 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7025 by an independent standards organization or auditor is not required under this contract.

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN DAAE20-00-R-0193

MOD/AMD

Name of Offeror or Contractor:

(End of clause)

(AS7025)

1. This Solicitation DAAE20-00-R-0193 is issued as a Full and Open, and will result in the award of a long-term indefinite quantity type contract with five ordering periods (See FAR 16.504).

NOTE: ONLY MANUFACTURERS ON THE QUALIFIED SUPPLIERS LIST (QSL) WHICH APPEAR ON THE TACOM QSL FOR PLASTIC SPARE PARTS FOR SMALL ARMS QSL-02 ARE ELIGIBLE FOR AWARD. SEE PAGE 3 OF THE SOLICITATION FOR THE CLAUSE ENTITLED "QUALIFIED SUPPLIERS LIST REQUIREMENT" FOR ADDITIONAL INFORMATION.

2. OFFERORS MUST IDENTIFY THEIR QUALITY SYSTEM IN THE CLAUSE ENTITLED "HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -- ALTERNATE II, AS SHOWN ON PAGE 16 OF THE SOLICITATION. IF YOU INDICATE A QUALITY SYSTEM OTHER THAN THOSE LISTED, A DESCRIPTION OF YOUR QUALITY SYSTEM MUST BE PROVIDED WITH YOUR PROPOSAL. THIS DESCRIPTION MUST COVER HOW YOUR SYSTEM; (1) ACHIEVES DEFECT PREVENTION, AND (2) PROVIDES PROCESS CONTROL, AND (3) ENSURES ADEQUATE QUALITY CONTROLS THROUGHOUT ALL AREAS OF CONTRACT PERFORMANCE. THIS DESCRIPTION IS NOT INTENDED TO BE EVALUATED, BUT WILL BE USED FOR COMPLIANCE ONLY. IF YOU FAIL TO PROVIDE THIS DESCRIPTION, OR IF YOUR SYSTEM IS ASSESSED AS NOT CAPABLE OF MEETING THE ABOVE DESCRIBED REQUIREMENTS, THE GOVERNMENT MAY DETERMINE YOUR PROPOSAL UNACCEPTABLE.

3. The quantity of 2,622 each Buttstock Assembly and 1,173 each Grip, Grenade Launcher are the guaranteed minimum quantities to be awarded under this solicitation and specifically represents the "minimum quantity", as defined by the referenced FAR and DFARS clauses contained within this solicitation document with in full text or by reference.

4. The minimum and maximum quantity ordering ranges, as shown below and on the Price Evaluation Sheet, Attachment 003, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the instant minimum quantity are executed.

5. The stated minimum ordering range quantities, other than the instant minimum quantities of 2,622 each Buttstock Subassembly and 1,173 each Grip, Grenade Launcher, are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums beyond the instant quantity.

6. If additional orders are placed, the stated maximum ordering range quantities are established as specific limitations on the ordering authority of the Government. In no instance will the Government place orders in excess of the total maximum ordering range quantity stated for each ordering period.

7. Evaluation of offers shall be in accordance with the evaluation guidelines in Section M of this solicitation.

8. The proposed unit prices for all quantities and ranges shall be marked in the Price Evaluation Sheet, Attachment 003.

9. Following are the dates of the Ordering Periods (OP) covered by this solicitation:

Ordering Period (OP) 1:	Award date	- 30 September 2001
Ordering Period (OP) 2:	01 October 2001	- 30 September 2002
Ordering Period (OP) 3:	01 October 2002	- 30 September 2003
Ordering Period (OP) 4:	01 October 2003	- 30 September 2004
Ordering Period (OP) 5:	01 October 2004	- 30 September 2005

10. The Government's projected buy quantities, by Ordering Period, as set forth in the table below, represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences. Therefore, ordering ranges have been established.

CLIN 0001 - Buttstock Subassembly

NSN: 1005-01-135-4973

PART NUMBER: 9349119

OP	PROJECTED BUY	ORDER RANGE	
		MINIMUM	MAXIMUM
1	2,622	1,000	20,000 each
2	9,000	1,000	20,000 each
3	10,000	1,000	20,000 each
4	8,000	1,000	20,000 each
5	7,500	1,000	20,000 each

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-R-0193 MOD/AMD

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Name of Offeror or Contractor:

CLIN 0002 - Spacer, Stepped
 NSN: 5365-01-267-2169
 PART NUMBER: 12597640

OP	PROJECTED BUY	ORDER RANGE	
		MINIMUM -	MAXIMUM
1	7,500	1,000 -	15,000 each
2	7,500	1,000 -	15,000 each
3	7,500	1,000 -	15,000 each
4	7,500	1,000 -	15,000 each
5	7,500	1,000 -	15,000 each

CLIN 0003 - Grip, Grenade Launcher
 NSN: 1010-01-384-3618
 PART NUMBER: 12012007

OP	PROJECTED BUY	ORDER RANGE	
		MINIMUM -	MAXIMUM
1	1,000	250 -	2,500 each
2	750	250 -	2,500 each
3	900	250 -	2,500 each
4	750	250 -	2,500 each
5	0	250 -	2,500 each

11. All delivery orders will be issued unilaterally by the Government with firm delivery dates. The delivery schedules are as follows. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; however, only if it is at no additional cost to the Government and the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in this contract.

(a) The delivery schedule for the Buttstock Assembly is: 1000 each due 197 days after award of contract and 500 each per month thereafter.

(b) The delivery schedule for the Spacer, Stepped is: 7,500 each due 73 days after award of contract.

(c) The delivery schedule for the Grip, Grenade, Launcher is: 1,170 each due 125 days after award of contract.

12. All delivery orders will be issued utilizing the unit price proposed for the applicable quantity range by ordering period. However, if award of an order in any ordering period is made at a unit price established for a smaller quantity range and cumulative orders for that ordering period exceed that quantity range, a unit price adjustment will be calculated against all previously ordered quantity for that ordering period that have not been accepted by the Government (via DD250), and also applied against remaining ordering period quantities to apply the correct range unit price for the cumulative total quantity for that ordering period.

13. Each delivery order stand on its own except for cumulative pricing.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-R-0193 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NSN: 1005-01-135-4973 NOUN: BUTTSTOCK SUBASSEMBLY FSCM: 19200 PART NR: 9349119 SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9349119</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: AY INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001</p> <p>FOB POINT: Destination</p>		AY	\$ _____	\$ _____
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NSN: 5365-01-267-2169 NOUN: SPACER, STEPPED FSCM: 19200 PART NR: 12597640 SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12597640</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: EA INTERMEDIATE PACK: 001</p>		EA	\$ _____	\$ _____

PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.

PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p><u>Supplies or Services and Prices/Costs</u> PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</p> <p>NSN: 1010-01-384-3618 NOUN: GRIP, GRENADE LAUNCHER FSCM: 19200 PART NR: 12012007 SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12012007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p>				
0004	<p><u>Supplies or Services and Prices/Costs</u> DD FORM 1423</p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
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1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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APPLIES TO ITEMS 0001, BUTTSTOCK SUBASSEMBLY AND ITEM 0002, SPACER, STEPPED ONLY.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with enclosed Technical Data Package Listings (CD ROM) provided as Attachment 001 to this solicitation.

The Government End Item Technical Data Package (Attachment 002) will be used to buy the items required by this solicitation. For this reason, we are providing the technical data package listings for the items required to be produced under this solicitation.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACED WITH
8448522	8448524	12576280
8448673	MIL-H-6088	SAE AMS H 6088
12598101	MIL-L-40000	MIL-L-46000
8448510	MIL-S-13165	SAE AMS S 13165
8448512	MIL-S-13165	SAE AMS S 13165
8448502	MIL-S-5000	AMS 6415 OR AMS 6484
12012059	MIL-S-5000	AMS 6415 OR AMS 6484
12598617	MIL-S-5000	AMS 6415 OR AMS 6484
8448532	MIL-S-7720	SAE AMS S 7720
8448616	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B221 OR B308
8448620	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B211 OR B308
9349066	QQ-A-225	ASTM B211
9349067	QQ-A-225	ASTM B211
9349077	QQ-A-225	ASTM B211
9390024	QQ-A-225	ASTM B211
12597640	QQ-A-225	ASTM B211
12951018	QQ-A-225	ASTM B211
12951019	QQ-A-225	ASTM B211
QAP8448522	8448665	MS16626-3137
QAP8448523	QAP12576180	QAP12576280
QAP8436760	FED-STD-151	NO REPLACEMENT
8448673	MIL-H-6088	SAE-AMS-H-6088
QAP8448580	MIL-STD-1189	NO REPLACEMENT
QAP9349102	MIL-STD-1189	NO REPLACEMENT
QAP12012003	MIL-STD-1189	NO REPLACEMENT
QAP8448670	MIL-H-6088	NO REPLACEMENT
MIL-C-71186	MIL-P-116	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
MIL-R-63997	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
MIL-C-70599	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8443915	MIL-STD-120	NO REPLACEMENT
8443949	MIL-STD-120	NO REPLACEMENT

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Name of Offeror or Contractor:

MIL-R-71135	MIL-P-116	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8448511	QQ-P-35	ASTM-A967
8448538	QQ-P-35	ASTM-A967
8448574	QQ-P-35	ASTM-A967
8448583	QQ-P-35	ASTM-A967
8448586	QQ-P-35	ASTM-A967
8448589	QQ-P-35	ASTM-A967
8448590	QQ-P-35	ASTM-A967
8448593	QQ-P-35	ASTM-A967
8448594	QQ-P-35	ASTM-A967
8448597	QQ-P-35	ASTM-A967
8448598	QQ-P-35	ASTM-A967
8448611	QQ-P-35	ASTM-A967
8448614	QQ-P-35	ASTM-A967
8448629	QQ-P-35	ASTM-A967
8448633	QQ-P-35	ASTM-A967
8448637	QQ-P-35	ASTM-A967
8448659	QQ-P-35	ASTM-A967
8448671	QQ-P-35	ASTM-A967
8448787	QQ-P-35	ASTM-A967
9349109	QQ-P-35	ASTM-A967
9349116	QQ-P-35	ASTM-A967
9390022	QQ-P-35	ASTM-A967
9390027	QQ-P-35	ASTM-A967
12006359	TT-V-121	A-A-1800
12972654	CAGE CODE 94499	CAGE CODE 71984
	DOW CORNING CORP	DOW CORNING CORP
	50 COMMERCE DR.	2200 W. SALZBURG ROAD
	TRUMBULL, CT 06611	AUBURN, MI 48611
	MOLYKOTE G-n	MOLYKOTE G-n METAL ASSY PASTE

DELETE QAP'S 8436764 AND 8448538 WITHOUT REPLACEMENT.

DELETE FL12006359 FROM THE TDP.

QAP8448593 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO "DWG 8448593, NOTE 4".

QAP8448611 - ON PAGE 2, PART III, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG 8448611".

QAP9349116 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG "9349116, NOTE 14".

REPLACE "STM-1...." IN PART X OF QAP8448580, "STM-1...." IN PART X OF QAP9349102, AND "5.2...." IN PART X OF QAP12012003 WITH THE FOLLOWING: "BAR CODE READABILITY. A READABILITY TEST SHALL BE PERFORMED ON THE BAR CODES ON A SAMPLE OF LOWER RECEIVERS RANDOMLY SELECTED FROM EACH LOT. SAMPLING SHALL BE IN ACCORDANCE WITH MIL-STD-1916 VERIFICATION LEVEL III. A SUCCESSFUL SCAN IS ACHIEVED WHEN A BAR CODE IS READ WITH THREE OR FEWER ATTEMPTS USING A GOVERNMENT APPROVED WAND TYPE SCANNER IN BOTH THE VISIBLE LIGHT SPECTRUM (633 nm) AND THE NEAR-INFRARED SPECTRUM (800 nm). THESE REQUIREMENTS APPLY WHEN THE SCANNERS ARE BEING USED IN ACCORDANCE WITH CORRECT OPERATING PROCEDURES AS SPECIFIED BY THE SCANNER MANUFACTURER. A MINIMUM OF 97 PERCENT OF THE BAR CODES SHALL BE SUCCESSFULLY READ WITHIN THE ABOVE PARAMETERS."

The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

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Name of Offeror or Contractor:

o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause specified elsewhere in Section E of this contract.

In all QAPs (Quality Assurance Provisions):

Delete MIL-STD-105 and associated AQLs and replace with MIL-STD-1916, Verification Level III for major characteristics and Verification Level II for Minor characteristics

ADD: ECP G6Q2012, SHEETS 6 THRU 22 (INCLUDES QAP12977382)

APPLIES TO ITEM 0003, GRIP, GRENADE LAUNCHER ONLY.

DOCUMENT	DELETE	REPLACE WITH
12011988	B.F.GOODRICH CO	SIA ADHESIVE INC.-P/N OKAY
8448359	REPUBLIC FASTENER MFG CORP.	
12002970	MIL-S-5000	AMS 6484
12598617	"	"
12598618	"	"
8448302	"	"
8448303	"	"
8448312	"	"
8448324	"	"
8448332	"	"
8448340	"	"
8448342	"	"
8448348	"	"
8448373	"	"
8448774	"	"
8448341	"	"
12011998	MIL-S-18729	AMS 6350 OR AMS 6345
12957127	"	"
12987978	"	"
8448322	"	"
12012006	QQ-A-225/9	ASTM B211
	QQ-A-200/11	ASTM B221 OR B308
8448338	QQ-A-200/11	ASTM B221 OR B308
12982965	MIL-L-19538	MIL-L-81352
12598113	QQ-A-225/9	ASTM B211
8448313	QQ-A-225/6	ASTM B211
12982965	12977325	12597125

GFM/GFE: DRAWING NO.

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Name of Offeror or Contractor:

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

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

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: ONE EACH
Quantity of Unit Packages Per Intermediate Container: See paragraph (3) below.

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

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

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

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

(2) Unit package:

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

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

(3) Intermediate Package:

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

(4) Packing:

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

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

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

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

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

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

g. SUPPLEMENTAL INSTRUCTIONS: None

(End of clause)

(DS6413)

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II	OCT/2000

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002

MIL-Q-9858A

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

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite

Title

Date

1 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) MAY/2000
TACOM-RI

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are stegallb@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall, and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:

N/A

(End of Clause)

(HS6510)

2 52.227-4575 DISPOSITION OF DRAWINGS AND SPECIFICATIONS MAR/1995
TACOM-RI

(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

'This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with instructions issued by the responsible Contracting Officer upon completion of the purpose for which it was issued.'

(b) It is required that the Contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The Contractor's attention is specifically directed to the fact that, under this Contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph 1 above shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph 1 above.

(e) Destruction of this technical data shall be accomplished by burning, shredding or pulping.

(f) A certificate of destruction must be forwarded to:

Tank Automotive and Armament Command
ATTN: AMSTA-LC-CSC

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Name of Offeror or Contractor:

Rock Island, IL 61299-7630

(End of clause)

(HS7501)

3 52.227-4576 M16 LICENSE AGREEMENT REQUIREMENT MAR/1995
TACOM-RI

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

4 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
TACOM-RI (CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) "Excess property," means property 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. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)," means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) "Munitions List Items (MLI)," means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part

Name of Offeror or Contractor:

of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

(i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be

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utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

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

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____ (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____ (ii.) Alternate I to 52.219-5.
- ____ (iii.) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I of 52.219-23
- ____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- ____ (16)(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)).

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____ (17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____ (18) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.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.

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

____ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____ (24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X (27) (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 FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

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

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

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

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

____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

(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.

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

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

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

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

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

3 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 AWARD THROUGH 30 SEPTEMBER 2005 (ORDERING PERIODS 01 THROUGH 05).

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

(IF6155)

4 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 THE MINIMUM QUANTITY LISTED ON THE PRICING SHEET, ATTACHMENT 003, 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 SEE PRICING SHEET, ATTACHMENT 003;

(2) Any order for a combination of items in excess of SEE PRICING SHEET, ATTACHMENT 003; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 14 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.

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(End of Clause)

(IF6029)

5 52.216-21 REQUIREMENTS

OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the 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 30 SEPTEMBER 2005.

(End of clause)

(IF6031)

6 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 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 30 SEPTEMBER 2005.

(End of clause)

(IF6036)

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7 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2000
 DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
 ITEMS

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

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).

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

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

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 (____Alternate I)
 (____Alternate II) (10 U.S.C. 2631).

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

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

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

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)

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8 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I OCT/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7209)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423		002	
Attachment 001	TECHNICAL DATA PACKAGE LISTINGS (CD ROM)		001	
Attachment 002	M16/M4 END ITEM TECHNICAL DATA PACKAGE (CD ROM)		001	
Attachment 003	PRICE EVALUATION SHEET		001	
Attachment 004	NON-DISCLOSURE AGREEMENT		004	
Attachment 005	DOCUMENT SUMMARY LIST		002	
Attachment 006	LIST OF ADDRESSES		001	
Attachment 007	M203 END ITEM TECHNICAL DATA PACKAGE (CD ROM)		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

Regulatory Cite	Title	Date
1 52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
 Directorate of Logistics
 ATTN: SMCRI-DLD-T (W52R1Q)
 Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

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(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of material to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the "shipment clearance", from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) **WILL BE REMOVED** from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFC10) Item Number 106610.

(End of Clause)

(JS7005)

NON-DISCLOSURE AGREEMENT

1. The United States Government solicitation DAAE20-00-R-0193 for the procurement of part number(s) 93491A, 12597640, 12012007 includes proprietary technical data and confidential information (hereinafter collectively referred to as "data") of Colt's Manufacturing Company, Incorporated, 545 New Park Avenue, West Hartford Connecticut 06110 (hereinafter referred to as "Colt's").
2. The undersigned, as an authorized representative of Capco, Inc. (insert company name) (hereinafter "the recipient"), in consideration of being furnished with Colt's data related to the M16 Family of Weapons, hereby agrees that the recipient will only use the said data it receives for the purpose of responding to a Government solicitation or performing a resultant Government contract.
3. Prior to receipt of the referenced solicitation containing Colt's data, the recipient shall sign and provide an original copy of this Non-Disclosure and Non-Use Agreement to the United States Government contracting officer/office responsible for the solicitation. The United States Government shall provide Colt's a copy of the present agreement after award (or cancellation) of the referenced solicitation.
4. The recipient shall not, without prior written permission of Colt's, provide or disclose any of such data to any other company, person, or entity, except recipient's subcontractors and vendors. The recipient agrees that providing or disclosing such data to any such subcontractor or vendor shall be accomplished

only for the purpose stated herein, to respond to a Government solicitation or perform a resultant Government contract, and shall not occur until such subcontractor or vendor has first executed a like Non-Disclosure and Non-Use Agreement as this agreement.

5. The recipient acknowledges that this agreement grants it no rights to commercial uses of any such data received pursuant to this agreement.

6. The recipient agrees to adopt operating procedures and physical security measures designed to protect the data from disclosure or release to unauthorized third parties.

7. The recipient agrees to promptly destroy all of Colt's data received under the referenced solicitation (and any copies made of such data) when the purpose of this agreement is fulfilled.

The recipient further agrees to certify in writing to the Government as to the destruction of the data. Included with the return of this certification of destruction, the recipient shall provide the contracting officer responsible for issuance of this Non-Disclosure and Non-Use Agreement, a list of the names and addresses of subcontractors and vendors which received a copy of the technical data package or part of the technical data package provided with the solicitation referenced herein. Nothing herein shall be interpreted to authorize the Government to release to Colt's any information that is proprietary to the recipient.

8. The recipient agrees to indemnify the United States Government, and its agents and employees, from all liability arising out of, or in any way related to, the misuse or

unauthorized disclosure by the recipient, its employees or agents, of any such data it receives. The recipient will hold the United States Government, and its agents and employees, harmless against every such claim or liability, including attorney fees, costs, and expenses, arising out of the misuse or unauthorized disclosure of any such data supplied to the recipient hereunder.

9. Execution of this Non-Disclosure and Non-Use Agreement by the recipient or any of its authorized subcontractors or vendors is for the benefit of Colt's which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement and Colt's shall have the right to direct action against the recipient to enforce such agreement or to ask damages which may result from any material breach of this agreement.

10. The requirements contained in this agreement shall be effective only for so long as such data remains unpublished, as the term unpublished is defined in DFARS 227.401, or until the end of any expiration date provided by Colt's or specified by a contract between Colt's and the United States Government, or as shown in a legend appearing on such data, whichever of the above events shall occur first.

11. Notwithstanding the foregoing, any obligation of confidentiality by this agreement shall not extend to proprietary information:

(i) Which is legally and without restriction in the possession of recipient, the Government, or its employees or

contractors prior to the date of receipt hereunder from the United States Government or from Colt's;

(ii) Which enters the public domain at any time through no fault of the recipient, the Government, or its employees, agents or contractors; or

(iii) Which is disclosed by a third party without restriction or without breach of this agreement and without inducement by the recipient or the Government of such party to breach any agreement or obligation of confidentiality.

12. Signature:

Capco, Inc.
Name of Recipient Organization

Andy Hanks
Signature

Andy Hanks
Typed Name

Sales Engineer
Title

1/15/01
Date

1328 Winters Ave. Grand Junction, CO 81501
Address of Recipient Organization

DAAE20-00-R-0193
Solicitation Number

DOCUMENT SUMMARY LIST

Item: various
 NSN: various
 Control Number/PRON: M16-M4

Identifies all first tier documents (cited in SOW) (applicable DIDs). Also included are all referenced documents (2nd, (includes DID block 10 references), 3rd and lower tier) which have been tailored.

DOCUMENT CATEGORY:

CATEGORY 0 - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

CATEGORY 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

CATEGORY 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

CATEGORY 3 - Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. MIL-STD-2549 Table DIP 4-1	Configuration Management Data Interface	30 Jun 97 Cat 2
1b. DI-CMAN-81554 (seq A001)	Configuration Change Control Data Information Packet	30 Jun 97 Cat 2
2. ANSI/ISO/ASQC Q9002 or equivalent	Model for Quality Assurance in Production, Installation & Servicing	18 Jul 94
3a. NCSL Z540-1 (ES7010)	General Requirements for Calibration Laboratories and Measuring and Test Equipment OR	30 Aug 94
ISO 10012-1 (ES7010)	Quality Assurance Requirements for Measuring Equipment, Part 1: Metrological Confirmation System	1992
3b. DI-QCIC-81006 (DD Form 1423)	Special Inspection Equipment Descriptive Documentation	11 Sep 89 Cat 1
4a. DOD-P-16232F INT Amd 1 (TDPL)	Phosphate Coating Heavy Manganese or Zinc Base	09 Sep 92 Cat 2

(for Ferrous Metal)

4b. DI-NDTI-80603
(DD Form 1423)

Test Procedure

01 Jun 88
Cat 1

LIST OF ADDRESSES

Commander
U.S. Army Industrial Operations Command
ATTN: AMSIO-_____ (see block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-6000

Commander
U.S. Army Tank-automotive and Armament Command
ATTN: AMSTA-_____ (see block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-8630

Director
U.S. Army, Armament, Research, Development & Engineering Center
ATTN: AMSTA-AR-_____*(R) (see block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-7300

Commander
U.S. Army, Armament, Research, Development & Engineering Center
ATTN: AMSTA-AR-_____*(D) (see block 14 of DD Form 1423 for symbols that apply)
Picatinny Arsenal, NJ 07806-5000

*When letter in parentheses at end of office symbol is a (R), use Rock Island address;
when it is a (D), use Picatinny Arsenal address.

EMAIL addresses:

AMSTA-AR-QAA(D)	aie-qaa@pica.army.mil
AMSTA-AR-QAC(D)	aie-qac@pica.army.mil
AMSTA-AR-QAT(D)	aie-qat@pica.army.mil
AMSTA-AR-QA__(R)	amsta-ar-qa-cdr1@ria.army.mil

Attachment 009

CONTRACT DATA REQUIREMENTS LIST

DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: VARIOUS
TO CONTRACT/PR: M16-M4

1. SEQUENCE NUMBER	14. DISTRIBUTION	DRFT/REG/REPRO COPIES
2. TITLE OF DATA ITEM		
3. SUBTITLE		
4. DATA ITEM NUMBER		
5. CONTRACT REFERENCE		
6. TECHNICAL OFFICE	7. DD 8. APP 9. DIST STATEMENT	
	250 CODE REQUIRED	
10. FREQUENCY	11. AS OF DATE	15. TOTAL:
12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		

1. A001	14. AMSTA-AR-ES (ECALS)	/ /
2. CONFIGURATION CHANGE CONTROL*		/ /
3. ENGINEERING ACTIONS		
4. DI-CMAN-81554		
5. SECTION C		
6. AMSTA-AR-ES	7. NO 8. - 9. **	
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13. ASREQ	

16. REMARKS
PREPARE ENGINEERING ACTIONS IAW DI-CMAN-81544 AND SUBMIT ELECTRONICALLY VIA ECALS WORLDWIDE WEB PAGE [HTTP://EDMD4.PICA.ARMY.MIL/](http://EDMD4.PICA.ARMY.MIL/). *DATA INFORMATION PACKET **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. THE POC FOR ECALS IS LEE SADAUSKAS, AMSTA-AR-QAW, (973)724-6626 LEES@PICA.ARMY.MIL.

1. A002	14. AMSTA-AR-QAC (1) / 1/	
2. SPECIAL INSPECTION EQUIPMENT DESCRIPTIVE DOC.	(D) / /	
3. AIE DESIGN DOCUMENTATION	QAR / /	
4. DI-QCIC-81006*	CO (LT ONLY) / /	
5. SECTION E	AMSTA-AR-QAW-C (2) / /	
	(LT ONLY) (R) / /	
6. AMSTA-AR-QA	7. XX 8. A 9. N/A	
10. ONE/R	11. N/A	15. TOTAL 0/ 1/ 0
12. **	13. WHEN REV.	

16. REMARKS
* BLOCK 4: DO NOT ADDRESS PARAGRAPHS 10.1, 10.2, 10.4.1(f) AND 10.4.2. IGNORE ALL REFERENCE TO THE WORD "SPECIAL" IN DID. SUBMIT FOR ALL CRITICAL, SPECIAL AND MAJOR CHARACTERISTICS IN SPECIFICATION OR QAP. ** BLOCK 12: SUBMIT 30 DAYS PRIOR TO FA, OR PRODUCTION, IF FA IS WAIVED. THE GOVERNMENT WILL RESPOND WITHIN 30 DAYS OF RECEIPT OF ORIGINALS AND REVISIONS. REVISIONS ARE TO BE SUBMITTED WITHIN 10 DAYS OF RECEIPT OF GOVERNMENT RESPONSE. IF DOCUMENTATION WAS APPROVED ON PRIOR CONTRACT AND NO CHANGES WERE MADE, SUBMIT

ONLY EVIDENCE OF PRIOR APPROVALS.

email: (1)aie-qa@pica.army.mil (2)amsta-ar-qa-cdr1@ria-emh2.army.mil

Text:Microsoft Office 97

Drawings:AutoCAD-Release 14(Expressed mailed hard copies will be accepted)
Files may be compressed using ZIP program.

WARNING: Large packages may cause delays in delivery using mail internet.
Email subject line must contain end item nomenclature.

1. A003		14.		
2. TEST PROCEDURE/ PHOSPHATE COATING PRE-		PROCUREMENT	/	/
3. PRODUCTION PROCEDURE		CONTRACTING	/	/
		OFFICER	/	1/
4. DI-NDTI-80603+				
5. DOD-P-16232, PARA 3.1				
6. AMSTA-AR-ESM	7. XX	8. A	9. N/A	
10. ONE/R	11. N/A			15. TOTAL 0/ 1/ 0
12. 60 DAC		13. N/A		

16. REMARKS

*PARA'S 10.2.2.2 & 10.2.2.3 ONLY APPLY. BLOCK 8 CONT.-PRIOR TO PRODUCTION, APPROVAL THROUGH THE CONTRACTING OFFICER IS REQUIRED WITHIN 60 DAYS AFTER CONTRACT AWARD.A DD FORM 250 IS NOT REQUIRED FOR PHOSPHATE COATING PROCEDURE APPROVAL. CONTRACTOR FORMAT ACCEPTABLE. SHALL BE SUBMITTED ON AN IBM COMPATIBLE 3-1/2" DISKETTE IN RICH TEXT FORMAT (RTF).

APPROVED BY: STEPHEN J HANSEN, SDMO, AMSTA-AR-QAD

DATE: 02/10/2000