

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-A-0024				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2002DEC20		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DXA5		
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-C IRENE MAWSON (309)782-3810 ROCK ISLAND IL 61299-7630 EMAIL: MAWSONI@RIA.ARMY.MIL				CODE W52H09		7. ADMINISTERED BY (if other than 6) DCMA SPRINGFIELD BLDG 1 ARDEC PICATINNY NJ 07806-5000				CODE S3101A		
9. CONTRACTOR NAME AND ADDRESS TRS CONTAINERS 301 EAST ESSEX AVE AVENEL NJ 07001				CODE 1WU0		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED				A		NONE		HQ0337		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337		
MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2												
16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.										
PURCHASE	X	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA ROXANNE SPURGETIS /SIGNED/ SPURGETIS@RIA.ARMY.MIL (309) 782-4886				25. TOTAL		\$0.00		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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**Name of Offeror or Contractor:** TRS CONTAINERS

## SUPPLEMENTAL INFORMATION

PLEASE NOTE, ADDRESS IN BLOCK 7 ON PAGE 1 WILL BE ADMINISTRATIVELY CHANGED AT A FUTURE DATE. BLOCK 7 ADDRESS SHOULD BE THE SAME AS BLOCK 6 ADDRESS.

## DESCRIPTION OF AGREEMENT:

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF VARIOUS SHIPPING AND STORAGE CONTAINERS FOR USE ON THE M1A1/M1A2 ABRAMS TANK.

A. YOUR ATTENTION IS DIRECTED TO ATTACHMENT 001 FOR A COMPLETE LISTING OF ITEMS THAT ARE INCLUDED IN THIS BPA.

B. SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, AND D RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT ATTACHMENTS 002 THROUGH 006. THE CD ROM WITH DRAWINGS WILL BE MAILED WITH THIS BPA.

C. NOTE SOME INDIVIDUAL ITEMS MAY REQUIRE PHOSPHATE COATING AND SOURCE CONTROL COMPONENTS.

2. WHEN ESTABLISHING THESE BPAS THE GOVERNMENT WILL CONSIDER SUPPLIERS WHOSE PAST PERFORMANCE HAS SHOWN THEM TO BE DEPENDABLE, WHO OFFER QUALITY SUPPLIES OR SERVICES AT CONSISTENTLY LOWER PRICES, AND WHO HAVE PROVIDED NUMEROUS PURCHASES AT OR BELOW THE SIMPLIFIED THRESHOLD. AFTER ESTABLISHMENT OF THESE BPA'S THE GOVERNMENT WILL CONTINUE TO MONITOR THE CONTRACTOR'S PERFORMANCE.

3. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER) IN BLOCK (3) OF THIS BPA AND ENDS 30 DECEMBER 2005. BOTH PARTIES WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS FINISHED, THE ORDER IS PAID, AND THE ORDER IS FINISHED.

4. MINIMUM ORDER: NONE

5. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

6. PRICING:

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.

7. CALL LIMITATION:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000, IF MADE VIA IMPAC CARD.  
WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

8. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANKET PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER
- (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT

UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.

9. INVOICING:

IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

A ORAL CALL USING CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL USABLE.

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## 10. DELIVERY (TRANSPORTATION TERMS:

ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE KNOWN WHEN ORDERS ARE PLACED AGAINST THIS BPA.

## 11. INSPECTION AND ACCEPTANCE SHALL BE AT ORIGIN.

## 12. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE ORDERS, BUT THIS DOES NOT PROHIBIT CREDIT CARD (IMPAC-VISA).

TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MS. ROXANNE SPURGETIS AND MS. CAROL RIVARD ARE THE ONLY AUTHORIZED INDIVIDUALS ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CARD CREDIT CARD.

MR. CHARLES E. SLACK (309) 782-6409 UP TO \$2,500 PER ORDER

## 14. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

0% INCREASE

0% DECREASE

## 15. THIS BPA INCORPORATES CLAUSES BY REFERENCE AND IN FULL TEXT

INCORPORATION OF CLAUSES:

FAR 52.232-8 (IF0327) DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

DFARS 252.225-7009 (IA0736) DUTY FREE ENTRY-QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20 (IF7114)	WALSH-HEALY PUBLIC CONTRACTS ACT	APRIL 1984	1
FAR 52.247-34 (FF0036)	F.O.B. DESTINATION	NOV 1991	2
FAR 52.247-48 (FF0038)	F.O.B. DESTINATION-EVIDENCE OF SHIPMENT (DEVIATION)	JUL 1995	2

APPLICABLE NOTES FOR THE ABOVE CLAUSES INCORPORATED BY REFERENCE

1. APPLIES WHEN THE CUMULATIVE OF ALL CALLS IS ANTICIPATED TO EXCEED \$10,000

2. APPLIES WHEN DELIVERY TERM IS F.O.B. DESTINATION

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

(A) (1) THE NAICS CODE FOR THESE REQUIREMENTS IS, 332439

(2) THE SMALL BUSINESS STANDARD IS 500.

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT WHICH IT DID NOT ITSELF MANUFACTURE IS 500 EMPLOYEES.

(B) REPRESENTATIONS

(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_IS, \_\_\_\_IS NOT A SMALL BUSINESS CONCERN.

(2) (COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION). THE OFFEROR

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REPRESENTS AS PART OF ITS OFFEROR THAT IT \_\_\_\_IS,\_\_\_\_IS NOT A SMALL DISADVANTAGED BUSINESS CONCERN.

(3) (COMPLETE ONLY IF OFFEROR REPRESENTS ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION). THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_IS,\_\_\_\_IS NOT A WOMAN-OWNED BUSINESS.

(C) DEFINITIONS.

SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINATED IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS, AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERM ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGHAWAIIANON, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

WOMAN OWNED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN--

(1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN; AND

(2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE

(1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.

(2) UNDER 15.U.S.C. 646 (D), ANY PERSON WHO MISREPRESENTS A FIRMS STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8 (D) FOR A DEFINITION OF PROGRAM ELIGIBILITY SHALL--

(i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;

(ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND

(iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

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.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing SEE ATTACHMENT 001 - 006 with revisions in effect as of SEE ATTACHMENT 001 - 006(except as follows):

SEE ATTACHMENT 001-006

(CS6100)

2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

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## 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	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
( )	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPHS 7.2, 7.3, 7.4 7.5.1 AND 7.5.2
( )	QUALITY STYSTEMS-MODEL FOR QA	ISO 9003	18 DEC 1994	UNTAILORED

(End of clause)

(EF6002)

3	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

4	52.246-4540 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	APR/2001
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a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

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b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_ NOT CERTIFIED

(2) \_\_\_ CERTIFIED

(i) \_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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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	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
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(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 address for submission is mawsoni@ria.army.mil. The data fax number for submission is (309) 782-0717, ATTN: IRENE MAWSON.

(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)

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## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
3	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
4	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
5	52.232-18	AVAILABILITY OF FUNDS	APR/1984
6	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
8	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
9	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
10	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
11	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
12	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
13	252.232-7009 DFARS	MANADATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	JUL/2000
14	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

15	52.219-5	VERY SMALL BUSINESS SET-ASIDE	MAR/1999
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THLLIS CLAUSE APPLIES WHEN ORDERS EXCEED \$2,500 AND ARE NOT GREATER THAN \$50,000.00. THE FILL INS WILL BE ENTERED AT TIME OF ORDER.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

IF6038)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 11 of 12</b>
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<b>Name of Offeror or Contractor:</b> TRS CONTAINERS			

16            52.219-5            VERY SMALL BUSINESS SET-ASIDE - ALTERNATE II            MAR/1999

THIS CLAUSE APPLIES WHEN TOTAL AMOUNT OF CONTRACT DOES NOT EXCEED \$25,000.00. FILL INS WILL BE ADDED AT THE TIME OF ORDERS.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by domestic firms in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

(IF6040)

17            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

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MOD/AMD

**Name of Offeror or Contractor:** TRS CONTAINERS

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) 1423	11-MAR-2002	002	
Attachment 001	LIST OF ALL REQUIREMENTS		001	
Attachment 002	9338396 SECTION C, D	14-MAR-2002	003	
Attachment 003	12304570 SECTION C, D	22-MAR-2002	006	
Attachment 004	9338398 SECTION C, D	12-OCT-2001	006	
Attachment 005	11786290 SECTION C, D	11-DEC-2001	002	
Attachment 006	9338395 SECTION C,D	25-JAN-2002	002	
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		003	
Attachment 008	DOCUMENT SUMMARY LIST FOR ALL THE ABOVE		005	