

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 16	
2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0034		3. Effective Date 2003JAN29		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C JOSE OLIVA (309)782-3411 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234			Code S0701A
e-mail address: OLIVAJ@RIA.ARMY.MIL		SCD C PAS NONE		ADP PT HQ0337		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CARLYLE JOHNSON MACHINE CO LLC 291 BOSTON TURNPIKE BOLTON CT 06043			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
TYPE BUSINESS: Other Small Business Performing in U.S.			9. Discount For Prompt Payment 100% 30 DAYS			
			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶		Item 12	
Code 75182	Facility Code		To The Address Shown In:			
11. Ship To/Mark For SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000		Code W45G19	12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. Accounting And Appropriation Data ACRN: AA 97 X4930AC9G 6D 26KB S11116 W52H09				
15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price	KIND OF CONTRACT: Supply Contracts and Priced Orders				
15G. Total Amount Of Contract ▶					\$133,930.00	

16. Table Of Contents

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X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE2003T0007</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer ROCK WOODSTOCK WOODSTOCKR@RIA.ARMY.MIL (309)782-7237	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2003JAN29
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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Name of Offeror or Contractor: CARLYLE JOHNSON MACHINE CO LLC

SUPPLEMENTAL INFORMATION

THIS SOLICITATION IS FOR 59 EACH BRAKE, ELECTRIC UNITS, NSN: 6110-01-143-2012, P/N: 12292879.HEAVY PHOSPHATE MIL-STD-16232 (FINISH SERIES 5.3 OF MIL-STD-171).

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. DATAFAX NUMBER FOR AMSTA-LC-CAC IS 309-782-0713.
3. REQUEST YOU CERTIFY TO ALL CLAUSES IN SECTION K (IF APPLICABLE).
4. PLEASE PROVIDE YOUR DUNS NUMBER:
5. PLEASE PROVIDE YOUR TAXPAYER ID CODE:
6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE:
7. PLEASE PROVIDE YOUR E-MAIL ADDRESS:

NOTE:

SEE CLAUSE LS7011 - BIDDERS/OFFERORS/QUOTERS ARE RQUIRED TO SUBMIT THEIR BIDS/OFFERS/QUOTES FOR THIS SOLICITATION VIA ELECTRONIC RESPONSE ON THE TACOM-RI BUSINESS OPPORTUNITIES, OPEN SOLICITATION WEB PAGE, OR VIA FACSIMILE (DATAFAX) TO 309-782-2047.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

- | | | | |
|---|--------|--|----------|
| 1 | HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|---|--------|--|----------|
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

- | | | | |
|---|-------------------------|---------------------------------|----------|
| 2 | 52.201-4501
TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |
|---|-------------------------|---------------------------------|----------|
- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
1. has inappropriate requirements; or
 2. needs streamlining; or
 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

Name of Offeror or Contractor: CARLYLE JOHNSON MACHINE CO LLC

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
 TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
 TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the

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proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
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/>).

2. In response to this mandate, 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)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(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

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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/cc/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)

7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 6110-01-143-2012 FSCM: 19207 PART NR: 12292879 SECURITY CLASS: Unclassified																												
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: BRAKE,ELECTRIC PRON: M122A469M1 PRON AMD: 04 ACRN: AA AMS CD: 060011MM <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H091290H954</td> <td>W45G19</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>59</td> <td>29-JUL-2003</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091290H954	W45G19	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	59	29-JUL-2003				59	EA	\$ 2,270.00000	\$ 133,930.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W52H091290H954	W45G19	J		2																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	59	29-JUL-2003																											
0002	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified <u>DATA ITEM</u> 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. A DD 250 IS NOT REQUIRED. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **																								

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Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

PACKAGING AND MARKING

11 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000
TACOM-RI

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: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA. 3

(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 of 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

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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 marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 1997, 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: PACKAGING SHALL BE IN ACCORDANCE WITH ASTM D 3951 AND HAVE SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169, DISTRIBUTION CYCLE 18, ASSURANCE LEVEL I, ACCEPTANCE CRITERION 1 AND 2. THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR ELEMENT I OF ASTM D 4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FEET. THE SHIPPING UNIT SHALL BE THE UNIT PACK. MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE. PACKAGED GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING. THE CONTRACTOR IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED (SEE PARA. 5.6 OF MIL-STD-2073-1D) AND IS ACCEPTABLE TO THE GOVERNMENT. SIMILAR ITEMS DO NOT REQUIRE RETESTING.

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

12	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
13	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.)

Title	Number	Date	Tailoring
() QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPH 7.3
() QUALITY SYSTEMS - MODEL FOR QA	ISO 9002	18 JUL 1994	UNTAILORED

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(End of clause)

(EF6002)

14 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

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)

DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

15 52.242-17 GOVERNMENT DELAY OF WORK APR/1984

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CONTRACT ADMINISTRATION DATA

<u>LINE</u>	<u>PRON/</u>	<u>OBLG</u>	<u>JOB</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>				
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>				
0001AA	M122A469M1	AA 2	97	X4930AC9G 6D	26KB S11116	W52H09	\$	133,930.00	
060011MM									
							TOTAL	\$	133,930.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>			
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>			
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09	\$	133,930.00	
					TOTAL	\$	133,930.00

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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

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

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

(IA7001)

19	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
20	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
22	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
25	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
26	52.225-8	DUTY-FREE ENTRY	FEB/2000
27	52.232-18	AVAILABILITY OF FUNDS	APR/1984
28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
29	52.243-1	CHANGES - FIXED PRICE	AUG/1987
30	52.246-23	LIMITATION OF LIABILITY	FEB/1997
31	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
32	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
	DFARS		
33	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
34	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
35	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
36	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
37	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
38	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
39	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
40	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
41	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
42	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
43	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

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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

(IF8001)

44 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

45 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

46 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

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

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/0.0/0.2/reports/modified/xls>.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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

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

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

(End of Clause)

(IA7009)

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Name of Offeror or Contractor: CARLYLE JOHNSON MACHINE CO LLC

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 001	DOCUMENT SUMMARY LIST		002	

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.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pgs
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)