

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 38	
2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0054		3. Effective Date 2003JAN31		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C NATE ACREE (309)782-1176 ROCK ISLAND IL 61299-7630 e-mail address: ACREEN@RIA.ARMY.MIL		Code W52H09	6. Administered By (If Other Than Item 5) DCMA BALTIMORE 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299			Code S2101A
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BERETTA USA CORP 17601 BERETTA DRIVE ACCOKEEK MD 20607-9503 TYPE BUSINESS: Large Business Performing in U.S.		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		9. Discount For Prompt Payment		
Code 65490		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶ Item 12		
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264		
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 SEE SECTION G				
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: Other Other		
15G. Total Amount Of Contract ▶					\$771,373.27	

16. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	29
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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>DAAE2002R0040</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 JERRY L YOWELL YOWELLJ@RIA.ARMY.MIL (309)782-6736	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2003JAN31
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0054 MOD/AMD	Page 2 of 38
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Name of Offeror or Contractor: BERETTA USA CORP

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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)

A-2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
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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).

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)

Name of Offeror or Contractor: BERETTA USA CORP

A-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)

A-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 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)

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Name of Offeror or Contractor: BERETTA USA CORP

A-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)

A-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 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)

A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

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MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

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

(End of clause)

(AS7012)

A-8 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)

THIS SOLICITATION CONTAINS REQUIRMENTS FOR THE FOLLOWING M9 9MM PISTOL ITEMS:

- CLIN 0001 - BARREL, PISTOL, 1,393 EACH, NSN: 1005-01-204-4337
- CLIN 0002 - BLOCK, LOCKING, 5,000 EACH, NSN: 1005-01-204-4340
- CLIN 0003 - INSERT, SCREW, THREAD, 10,000 EACH, NSN: 5325-01-204-4363
- CLIN 0004 - RECEIVER WITH BUSHING, 500 EACH, NSN: 1005-01-247-0490
- CLIN 0005 - SLIDE, REAR SIGHT, 1,000 EACH, NSN: 1005-01-287-2603
- CLIN 0006 - SAFETY WITH LEVER, 1,000 EACH, NSN: 1005-01-226-7362

YOU ARE REQUESTED TO PROVIDE A "WITH FIRST ARTICLE" AND "WITHOUT FIRST ARTICLE" PRICE.

OUR ATTENTION IS DIRECTED TO PAGES 34-35 OF 54, "EVALUATED OPTION FOR INCREASED QUANTITY".

*** END OF NARRATIVE A 001 ***

Solicitation DAAE20-02-R-0042 is amended to include:

(1.) All M-9 spare parts required in this solicitation will be built to the government's Technical Data Package (TDP) or commercial equivalent. Proposals submitted for commercial equivalent parts must include drawings for the purpose of dimensional and tolerance analysis, as well as, material comparison with the current TDP. Offers are advised to carefully

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 38****PIIN/SIIN** DAAE20-03-C-0054**MOD/AMD****Name of Offeror or Contractor:** BERETTA USA CORP

review all terms and conditions of this solicitation. You are advised to send revised signed proposals to:

U.S. Army TACOM-Rock Island
ATTN: AMSTA-LC-CSC-C (Mr. Nate Acree)
Rock Island, IL 61299-7630
e-mail: AcreeN@ria.army.mil
FAX: (309) 782-3813

(2.) The closing date for receipt of offers is revised and extended to December 20, 2002, 3:00 PM, Central Standard Time.

(3.) ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

CONTRACTOR'S LETTER DATED 4 OCT 02 IS INCORPORATED AS ATTACHMENT 002

Per Pages 34-35 "Evaluated Option for Increased Quantity" Beretta USA Corporation has included the following prices for listed CLINS throughout the Option Period.

CLIN 0001 - Barrel, Pistol, NSN: 1005-01-204-4337, QTY: 1,393 each, Price:\$159.90 each, Extended Price: \$222,740.70	
CLIN 0002 - Block, Locking, NSN: 1005-01-204-4340, QTY: 5,000 each, Price:\$ 40.90 each, Extended Price: \$204,500.00	
CLIN 0003 - Insert, Screw T, NSN: 5325-01-204-4363, QTY: 10,000each, Price:\$ 1.00 each, Extended Price: \$ 10,000.00	
CLIN 0004 - Receiver w/ Bus, NSN: 1005-01-247-0490, QTY: 500each, Price:\$143.81 each, Extended Price: \$ 71,905.00	
CLIN 0005 - Slide, Rear Sig, NSN: 1005-01-287-2603, QTY: 1,000each, Price:\$230.40 each, Extended Price: \$230,400.00	
CLIN 0006 - Safety w/ Lever, NSN: 1005-01-226-7362, QTY: 1,000each, Price:\$ 28.29 each, Extended Price: \$ 28,290.00	
Total Price	\$767,835.70

*** END OF NARRATIVE A 003 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
	SECURITY CLASS: Unclassified				
0001AA	<u>DATA ITEM</u>	1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
	NOUN: FIRST ARTICLE TEST REPORT				
	PRON: M121S061M1 PRON AMD: 04 ACRN: 9				
	AMS CD: 06001164645				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W25G1U 3				
	DEL REL CD QUANTITY DEL DATE				
	001 1 30-JUN-2003				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(ZZZ555) TACOM-ROCK ISLAND				
	ATTN AMSTA-LC-CSC				
	ROCK ISLAND IL 61299-7630				
0001AB	<u>PRODUCTION QUANTITY</u>	1393	EA	\$ <u>160.39000</u>	\$ <u>223,423.27</u>
	NOUN: BARREL,PISTOL				
	PRON: M121S061M1 PRON AMD: 04 ACRN: AA				
	AMS CD: 06001164645				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H091323A153 W25G1U J 1				
	DEL REL CD QUANTITY DEL DATE				
	001 1,000 20-OCT-2003				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY				
	BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 W52H091323A154 W62G2T J 1				
	DEL REL CD QUANTITY DEL DATE				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	001 393 07-NOV-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130																						
0002	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified																						
0002AA	<u>DATA ITEM</u> NOUN: FIRST ARTICLE TEST REPORT PRON: M121S062M1 PRON AMD: 02 ACRN: 9 AMS CD: 07001164645 <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></td> <td>W25G1U</td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-JUN-2003</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		W25G1U			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	30-JUN-2003	1	LO	\$ ** NSP **	\$ ** NSP **
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001		W25G1U			3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1	30-JUN-2003																					
0002AB	<u>PRODUCTION QUANTITY</u> NOUN: BLOCK, LOCKING, BARRE PRON: M121S062M1 PRON AMD: 02 ACRN: AB AMS CD: 07001164645 <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>W52H091323A155</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3,500</td> <td>29-SEP-2003</td> </tr> </table> FOB POINT: Destination	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091323A155	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3,500	29-SEP-2003	5000	EA	\$ 41.05000	\$ 205,250.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H091323A155	W25G1U	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	3,500	29-SEP-2003																					

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Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H091323A156 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1,500 29-SEP-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p>				
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>DATA ITEM</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **
	<p>NOUN: FIRST ARTICLE TEST REPORT PRON: M121S063M1 PRON AMD: 02 ACRN: 9 AMS CD: 07001164645 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W25G1U 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 01-MAY-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630</p>				
0003AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: INSERT,SCREW THREAD PRON: M121S063M1 PRON AMD: 02 ACRN: AB AMS CD: 07001164645 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u></p>	10000	EA	\$ 1.00000	\$ 10,000.00

CONTINUATION SHEET

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Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091323A157 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5,000 29-SEP-2003 002 2,500 28-OCT-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H091323A158 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2,500 28-OCT-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT PRON: M121S064M1 PRON AMD: 02 ACRN: 9 AMS CD: 06001164645 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W31G1Z 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-JUL-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC</p>	1	LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0054 MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0004AB	ROCK ISLAND IL 61299-7630 <u>PRODUCTION QUANTITY</u> NOUN: RECEIVER WITH BUSHI PRON: M121S064M1 PRON AMD: 02 ACRN: AA AMS CD: 06001164645 <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>W52H091323A159</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>250</td> <td>06-JAN-2004</td> </tr> <tr> <td>002</td> <td>250</td> <td>05-FEB-2004</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091323A159	W31G1Z	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	250	06-JAN-2004	002	250	05-FEB-2004	500	EA	\$ 147.14000	\$ 73,570.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																					
001	W52H091323A159	W31G1Z	J		1																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																								
001	250	06-JAN-2004																								
002	250	05-FEB-2004																								
0005	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified																									
0005AA	<u>DATA ITEM</u> NOUN: FIRST ARTICLE TEST REPORT PRON: M121S065M1 PRON AMD: 03 ACRN: 9 AMS CD: 06001164645 <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>W25G1U</td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-JUL-2003</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W25G1U				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	30-JUL-2003	1	LO	\$ ** NSP **	\$ ** NSP **			
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																					
001	W25G1U				3																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																								
001	1	30-JUL-2003																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0054 MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																													
0005AB	<p><u>PRODUCTION QUANTITY</u></p> <p>1000</p> <p>NOUN: SLIDE, REAR SIGHT PRON: M121S065M1 PRON AMD: 03 ACRN: AA AMS CD: 06001164645</p> <p><u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <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>W52H091323A160</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>250</td> <td>06-JAN-2004</td> </tr> <tr> <td>002</td> <td>250</td> <td>05-FEB-2004</td> </tr> <tr> <td>003</td> <td>170</td> <td>08-MAR-2004</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL</p> <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>002</td> <td>W52H091323A161</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>250</td> <td>07-APR-2004</td> </tr> <tr> <td>002</td> <td>80</td> <td>05-FEB-2004</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091323A160	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	250	06-JAN-2004	002	250	05-FEB-2004	003	170	08-MAR-2004	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52H091323A161	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	250	07-APR-2004	002	80	05-FEB-2004	1000	EA	\$ 230.40000	\$ 230,400.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																													
001	W52H091323A160	W25G1U	J		1																																													
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																
001	250	06-JAN-2004																																																
002	250	05-FEB-2004																																																
003	170	08-MAR-2004																																																
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																													
002	W52H091323A161	W62G2T	J		1																																													
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																
001	250	07-APR-2004																																																
002	80	05-FEB-2004																																																
0006	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>																																																	
0006AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT PRON: M121S092M1 PRON AMD: 03 ACRN: 9 AMS CD: 07001164645</p> <p><u>Packaging and Marking</u> <u>Inspection and Acceptance</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **																																													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0054 MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W25G1U 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-JUL-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630				
0006AB	<u>PRODUCTION QUANTITY</u> NOUN: SAFETY WITH LEVER PRON: M121S092M1 PRON AMD: 03 ACRN: AB AMS CD: 07001164645 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091296A173 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 250 17-DEC-2003 002 250 16-JAN-2004 003 250 16-FEB-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H091296A174 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 250 17-MAR-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130	1000	EA	\$ 28.73000	\$ 28,730.00

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Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEM</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			<p>\$ _____ ** NSP **</p>	<p>\$ _____ ** NSP **</p>

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Name of Offeror or Contractor: BERETTA USA CORP

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

(BA6701)

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MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-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:

CLIN 0001 - BARREL, PISTOL - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9343422 with revisions in effect as of 8/24/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-9346422	MIL-P-116 MIL-P-116 MIL-B-121 MIL-B-117	MIL-STD-2073-1 MIL-PRF-16173 MIL-PRF-121 MIL-DTL-117
QAP 9346424	MIL-STD-105 AQLS & TABLE I-ATTRIBUTES SAMPLING INSPECTIONS	MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS

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.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LIST(S)

ALL OTHER GOVERNMENT AID DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE 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 ES7002 SPECIFICIED ELSEWHERE IN SECTION E OF THIS SOLICITATION.

CLIN 0002 - BLOCK, LOCKING - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9343425 with revisions in effect as of 8/21/01 (except as follows):

QAP 9346425, SHEETS 2-6; ADD "DISTRIBUTION STATEMENT A"

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.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LIST(S)

FOR QAP 93464255 PG 5 UNDER PART IV - CERTIFICATION REQUIREMENTS 404 HIGH PRESSURE TEST DWG 9346425 NOTE 11 CTR (502)

ALL OTHER GOVERNMENT AID DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE 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 ES7002 SPECIFICIED ELSEWHERE IN SECTION E OF THIS SOLICITATION.

CLIN 0003 - INSERT SCREW, THREADED - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9343473 with revisions in effect as of 8/21/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
QAP 9346473	MIL-STD-105 AQLS & TABLE I - ATTRIBUTES SAMPLING INSPECTIONS	MIL-STD-1916 VL IV FOR MAJOR AND VL II FOR MINOR CHARACTERISTICS

QAP 9346473 DISTRIBUTION STATEMENT D TO A.

CLIN 0004 - RECEIVER WITH BUSHING - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL

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MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

9343481 with revisions in effect as of 8/21/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 9346481	MIL-B-116	MIL-STD-2073-1C
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117
QAP 9346473	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV FOR MAJOR AND VL II FOR MINOR CHARACTERISTICS
QAP 9346481	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV FOR MAJOR AND VL II FOR MINOR CHARACTERISTICS

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.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LIST(S) NONE

ALL OTHER GOVERNMENT AID DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE 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 ES7002 SPECIFICIED ELSEWHERE IN SECTION E OF THIS SOLICITATION.

DRAWINGS 9346479, 9346481 - ADD: "DISTRIBUTION STATEMENT A"

CLIN 0005 - SLIDE, REAR SIGHT - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9343487 with revisions in effect as of 8/27/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 9346487	MIL-B-116	MIL-STD-2073-1C
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117

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.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LIST(S) NONE

ALL OTHER GOVERNMENT AID DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE 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 ES7002 SPECIFICIED ELSEWHERE IN SECTION E OF THIS SOLICITATION.

DWG - 9346487, SLIDE WITH REAR SIGHT - TO ADD: "DISTRIBUTION STATEMENT A"

CLIN 0006 - SAFETY WITH LEVER - Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9343486 with revisions in effect as of 10/05/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 9346486	MIL-P-116	MIL-STD-2073-1
	MIL-P-116 (PRESERVATIVE)	MIL-PRF-3150
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117

(CS6100)

C-2	52.210-4501 TACOM-RI	PHOSPHATE COATING REQUIREMENT
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MAR/2002

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0054 MOD/AMD	Page 18 of 38
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Name of Offeror or Contractor: BERETTA USA CORP

CSCC/ELLEN BARTZ, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

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MOD/AMD

Name of Offeror or Contractor: BERETTA USA CORP

SECTION D - PACKAGING AND MARKING

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

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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: N/A

(End of clause)

(DS6413)

Name of Offeror or Contractor: BERETTA USA CORP

SECTION E - 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)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	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	TAILOR BY EXCLUDING PARAGRAPHS 7.3

(End of clause)

(EP6002)

E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall consist of:

5 EACH TO INCLUDE ALL QAP REQUIREMENTS FOR PART NUMBERS 9346487, 9346481, 9346473, 9346425, 9346486 AND 9346422

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item

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manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to TACOM-RI, AMSTA-AR-QAW-C, Rock Island, IL 61299-7630.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5 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)

E-6 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

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(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-7 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001
 TACOM-RI

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.

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

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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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SECTION F - 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)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	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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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB 06001164645	M121S061M1	AA 2 97	X4930AC9G 6D	26KB S11116	W52H09 \$	223,423.27
0002AB 07001164645	M121S062M1	AB 2 97	X4930AC6G 6D	26FB S11116	W52H09 \$	205,250.00
0003AB 07001164645	M121S063M1	AB 2 97	X4930AC6G 6D	26FB S11116	W52H09 \$	10,000.00
0004AB 06001164645	M121S064M1	AA 2 97	X4930AC9G 6D	26KB S11116	W52H09 \$	73,570.00
0005AB 06001164645	M121S065M1	AA 2 97	X4930AC9G 6D	26KB S11116	W52H09 \$	230,400.00
0006AB 07001164645	M121S092M1	AB 2 97	X4930AC6G 6D	26FB S11116	W52H09 \$	28,730.00
TOTAL						\$ 771,373.27

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116 W52H09	\$ 527,393.27
Army	AB	97 X4930AC6G 6D	26FB S11116 W52H09	\$ 243,980.00
TOTAL				\$ 771,373.27

Regulatory Cite	Title	Date
G-1 52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name _____

Address _____

City & State _____

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

(End of Clause)

(GS7015)

Name of Offeror or Contractor: BERETTA USA CORP

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(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 bartze@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: Ms. Ellen Bartz.

(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:

(End of Clause)

(HS6510)

H-4	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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

Does Shipping Point have a private railroad siding? ____ YES ____ NO

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If YES, give name of rail carrier serving it: _____

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - 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:

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-12	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-13	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-14	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-16	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-17	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-19	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-21	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-22	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-23	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-24	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-26	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-27	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-28	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-29	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-30	52.232-1	PAYMENTS	APR/1984
I-31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-32	52.232-11	EXTRAS	APR/1984
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-35	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-36	52.232-25	PROMPT PAYMENT	FEB/2002
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-43	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-44	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997

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I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-52	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-54	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-56	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-57	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-58	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-59	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-60	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-61	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-62	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-63	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-64	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-65	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-66	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-67	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-68	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-69	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-70	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-71	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-72	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-73	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-74	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001, 0002, 0003, 0004, 0005 and 0006 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0002, 0003, 0004, 0005, and 0006 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

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d. The Contracting Officer may exercise the evaluated option at any time preceding final shipment of clin by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$ _____ CLIN 0001
	\$ _____ CLIN 0002
	\$ _____ CLIN 0003
	\$ _____ CLIN 0004
	\$ _____ CLIN 0005
	\$ _____ CLIN 0006

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-75 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/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 (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(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)

(IF7210)

I-76 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or

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individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-77 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997
II

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further

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action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

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

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

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-78 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

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

(End of Clause)

(IF7212)

I-79 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)

I-80 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)

I-81 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

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I-82 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

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(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-83 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)

I-84 252.211-7005 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.dcmil.com/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.

(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: _____

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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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SECTION J - 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 - CDRL - DD FORM 1423	13-FEB-2002	3PG	
Attachment 001	DOCUMENT SUMMARY LIST		2PG	
Attachment 002	CONTRACTOR'S LETTER	04-OCT-2002	3PG	

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 Pg
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)

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ATT/EXH ID Exhibit A

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