

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 16	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-D-0039		3. Award/Effective Date 2002DEC18		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name BOB ROBERTS		B. Telephone Number (No Collect Calls) (309)782-4997		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: ROBERTSC@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOC9	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To XU TRANSPORTATION OFFICE BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000		Code W22P1H		16. Administered By DCMA TWIN CITIES BISHOP HENRY WHIPPLE FEDERAL BLDG 1 FEDERAL DRIVE, ROOM 1150 FORT SNELLING MN 55111		Code S2401A	
Telephone No.							
17. Contractor/Offeror TSI INC 500 CARDIGAN RD SHOREVIEW MN 55126		Code 24575 Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JWB/GATEWAY P O BOX 182251 COLUMBUS OH 43218-2251		Code SC1028	
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity	22. Unit	23. Unit Price	24. Amount
		SEE SCHEDULE Contract Expiration Date: 2007DEC31 (Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data					26. Total Award Amount (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.					<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda					<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL (309)782-5051		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	35. Amount Verified Correct For
32b. Signature Of Authorized Government Representative		32c. Date		<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
32b. Signature Of Authorized Government Representative				38. S/R Account Number		39. S/R Voucher Number	40. Paid By
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

Name of Offeror or Contractor: TSI INC

SUPPLEMENTAL INFORMATION

1. This is a sole source award of a five year, long term contract for the acquisition of M41 Protection Assessment Test Systems, a nondevelopmental item (NDI) militarized version of the commercial "8020 PortaCount Respirator Fit Tester" developed and manufactured by TSI. As the Government's requirements occur, Delivery Orders shall be issued unilaterally by TACOM Rock Island, based on the prices agreed to herein (Exhibit B).
2. This is a firm-fixed price requirements type contract. This contract includes five calendar year ordering periods as set forth in paragraph 5, not to exceed 31 December 2007 for ordering purposes. Orders may be placed only by TACOM Rock Island.
3. M41 Protection Assessment Test Systems are to be manufactured in accordance with Attachment 01 - Section C Statement of Work.
4. The following are the ordering periods, the estimated requirements, and dates covered by this contract:

Ordering Period	Estimated Requirement	Award Date
1	1050 Ea	- 31 December 2003
2	1450 Ea	01 January 2004 - 31 December 2004
3	1450 Ea	01 January 2005 - 31 December 2005
4	500 Ea	01 January 2006 - 31 December 2006
5	500 Ea	01 January 2007 - 31 December 2007

5. All projected quantities are estimates only, solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and do not bind the Government in any way.
6. Prices for additional quantities within an ordering period shall be based on cumulative quantities ordered within that ordering period. Each order stands on its own insofar as it obligates the Government.
7. Based on funding availability, multiple orders may be placed within an ordering period for a maximum quantity of up to 3,000 units.
8. Quality Assurance will be in accordance with the Purchase Description MCT-1537 In Process Inspections. First Article Test will be in the form of a Special In Process Inspection during initial production and may be witnessed by the Government.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4501 TACOM-RI NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

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

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)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

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)

4	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)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-D-0039 MOD/AMD

Name of Offeror or Contractor: TSI INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>NOUN: M41 PROTECTN ASSMNT TEST SYS FSCM: 24575 PART NR: 800575 SECURITY CLASS: Unclassified</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-1-3326</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: PACKAGING REQMTS MCT-1537 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W22P1H) XU TRANSPORTATION OFFICE BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p>		EA	\$ ** N/A **	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 16****PIIN/SIIN** DAAE20-03-D-0039**MOD/AMD****Name of Offeror or Contractor:** TSI INC

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 16**

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

Drawings and Specifications in accordance with the enclosed Drawing 5-1-3326 and Purchase Description MCT-1537 with revisions in effect as of 20 Aug 2002 (except as follows):

None

(CS6100)

2	52.248-4502 SBCCOM	CONFIGURATION MANAGEMENT	MAY/2002
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7112)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 8 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000
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a. The preservation, packing, and marking requirements shall be accomplished in accordance with the requirements in the specification/standard defined below.

b. The following requirements shall apply:

Preservation: Commercial
Level of Packing: B
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container:
Specification/Standard: MCT-1537, DATED 28 JUL 1995

c. Marking: In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 1997, including bar coding in accordance with ANSI/AIM-BCI, Uniform Symbology Specification Code 39.

d. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph e below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer with copies to the Administrative Contracting Officer. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

SUPPLEMENTAL INSTRUCTIONS: 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 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.

e. SPECIAL INSTRUCTIONS: DELETE PPP-26 AND REPLACE WITH MIL-DTL-117, TYPE III, CLASS C, STYLE 1.

THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.

(End of clause)

(DS6410)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 16****PIIN/SIIN** DAAE20-03-D-0039**MOD/AMD****Name of Offeror or Contractor:** TSI INC

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.204-4501 TACOM-RI	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE DEC/1999
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(a) Within 90 calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the Contract Terms and Conditions - Commercial Items clause of this contract and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within 60 calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within 90 calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is RobertsC@ria.army.mil. The data fax number for submission is (309) 782-1218, ATTN: Bob Roberts.

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

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

N/A

(End of Clause)

(HS6510)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 11 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 12 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

X____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

X____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

X____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X____(12) 52.222-26, Equal Opportunity (E.O. 11246).

X____(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X____(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

____(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 13 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

x (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0039 MOD/AMD	Page 15 of 16
Name of Offeror or Contractor: TSI INC		

(End of Clause)

(IF6029)

5 52.216-21 REQUIREMENTS OCT/1995

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after DECEMBER 31, 2007.

(End of clause)

(IF6031)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 16 of 16

PIIN/SIIN DAAE20-03-D-0039

MOD/AMD

Name of Offeror or Contractor: TSI INC

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 DD FORM 1423	02-AUG-2002	002	DATA
Exhibit B	M41 PATS PRICING SPREADSHEET	01-OCT-2002	002	DATA
Attachment 001	DRAWING, NO 5-1-3326, TESTER, LEAKAGE MASK: PROTECTION ASSESSMENT TEST SYSTEM, M41	13-FEB-1995	001	DATA
Attachment 002	PURCHASE DESCRIPTION, MCT-1537, TESTER, LEAKAGE, MASK: PROTECTION ASSESSMENT TEST SYSTEM, M41	28-JUL-1995	040	DATA
Attachment 003	DOCUMENT SUMMARY LIST		001	DATA
Attachment 004	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	DATA
Attachment 005	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		002	DATA
Attachment 006	ADDRESS CODE DISTRIBUTION - FOR ECPS, RFDS/RFWS/VECPS		001	DATA
Attachment 007	LIST OF ADDRESSES		001	DATA

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.

<u>List</u>	<u>Title</u>	<u>Date</u>	<u>No Pgs</u>
Attachment 1A	IOC Form 715-3 Defense Priorities and Allocation Sys	Feb 1996	1

*** END OF NARRATIVE J 001 ***